

# **CONTRACT PROVISIONS**

## **East Fork Mission Creek Floodplain Restoration Project**

November, 2023  
Revised January 8<sup>th</sup>, 2024



Chelan County Natural Resources Department  
411 Washington St., Suite 201  
Wenatchee, WA 98801

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Chelan County Natural Resources Department

# EAST FORK MISSION CREEK FLOODPLAIN RESTORATION PROJECT

Bid Opening: Monday, January 22<sup>nd</sup>, 2024 at 11:00 AM PDT

**Notice to All Plan Holders:**

The office responsible for answering all questions regarding these bid documents and to show the project to prospective bidders is:

**Contracting Agency:**

Chelan County Natural Resources Department  
411 Washington St., Suite 201  
Wenatchee, WA 98801

**Project Manager:**

Erin McKay; Senior Natural Resource Specialist  
Chelan County Natural Resources Department  
Phone: 509-630-5303  
Email: [erin.mckay@co.chelan.wa.us](mailto:erin.mckay@co.chelan.wa.us)

**Construction Management/ Inspection:**

Stephen Lesky; Natural Resource Specialist  
Chelan County Natural Resources Department  
Phone: 509-670-8094  
Email: [erin.mckay@co.chelan.wa.us](mailto:erin.mckay@co.chelan.wa.us)

**Contracting Officer:**

Hannah Pygott; Senior Natural Resource Specialist  
Chelan County Natural Resources Department  
Phone: 509-670-9306  
Email: [hannah.pygott@co.chelan.wa.us](mailto:hannah.pygott@co.chelan.wa.us)

**Project Engineer:**

Nic Truscott, Senior Engineer  
Natural Systems Design  
Phone: 360-296-0019  
Email: [Nic@naturaldes.com](mailto:Nic@naturaldes.com)

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# TABLE OF CONTENTS

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<b><u>SECTION TITLE</u></b>	<b><u>PAGE NUMBER</u></b>
<b>BID SUBMITTAL PACKAGE</b>	
BIDDING CHECKLIST	9
BIDDING INSTRUCTIONS	11
INVITATION TO BID	13
BID PROPOSAL	18
BID PROPOSAL DECLARATION	20
BID PROPOSAL BOND	22
BIDDER INFORMATION	24
NON-COLLUSION DECLARATION	26
SUBCONTRACTOR LIST	28
CERTIFICATION REGARDING DEBARMENT	30
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES	33
CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE TRAINING	35
BONDING AND CLAIMS	37
<b>CONSTRUCTION CONTRACT PACKAGE</b>	
AGREEMENT	41
PERFORMANCE AND PAYMENT BOND	43
NOTICE OF AWARD	45
NOTICE TO PROCEED	47
CERTIFICATE OF SUBSTANTIAL COMPLETION	51
CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS	54
CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS	56
CONSENT OF SURETY TO FINAL PAYMENT	58
<b>SPECIAL PROVISIONS</b>	
DIVISION 1 GENERAL REQUIREMENTS	64
DIVISION 2 EARTHWORK	102
DIVISION 8 MISCELLANEOUS CONSTRUCTION	110
<b>APPENDICES</b>	<b>134</b>
APPENDIX A: PREVAILING WAGES	136
APPENDIX B: PROJECT PERMITS	137
APPENDIX C: PROJECT SITE IMAGERY	138
APPENDIX D: CONTRACT DRAWINGS	139
APPENDIX E: SITE ACCESS PHOTOS	140

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# **BID SUBMITTAL PACKAGE**

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## BIDDING CHECKLIST

Bidders must bid on all bid items contained in the Proposal. The omission or deletion of any bid item will be considered non-responsive and shall be cause for rejection of the bid.

Please check to make sure you have accomplished the following:

- Has bid bond or certified check been enclosed with your bid?
- Is the amount of the bid guaranty at least five (5) percent of the total amount of the bid?
- Has the proposal been properly signed?
- Have you bid on ALL ITEMS and ALL SCHEDULES?
- Have you completed the Bidder's Information Sheet?
- Have you included the Non-Collusion Declaration?
- Have you completed the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions?
- Have you completed the Certification of Compliance with Wage Payment Statutes?
- Have you completed the Certification of Compliance with Prevailing Wage Training?
- Have you completed the form regarding Bonding and Claims?
- Have you certified receipt of addenda?

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## **BIDDING INSTRUCTIONS**

### **A. BID OPENING**

The Chelan County Board of County Commissioners will open sealed bids and publicly read them aloud on Monday, January 22<sup>nd</sup>, 2024 at 11:00 AM PDT or as soon thereafter as the matter may be heard, at the Board of Commissioners Office, Chelan County Administration Building, 400 Douglas Street Suite 201, Wenatchee, Washington, for the implementation of Chelan County Natural Resources Department Project EAST FORK MISSION CREEK FLOODPLAIN RESTORATION PROJECT in Chelan County. Sealed bids must be received by the Clerk of the Board of County Commissioners in a sealed envelope clearly marked “**Bid for EAST FORK MISSION CREEK FLOODPLAIN RESTORATION PROJECT**”.

Sealed bids may not be submitted by facsimile or other electronic or data transmission.

### **B. BID CONTENTS**

The sealed bid must contain all bidding documents, fully completed and signed. Bidders not fully meeting specifications must identify and list exceptions. All exceptions are subject to review, inspection, testing and approval by Chelan County.

The sealed bid must also contain the following information and materials, completed and signed:

1. Bid Proposal (Prices must be shown on every unit item and the total. Quantities, where not listed shall be estimated by the bidder and shown);
2. Bid Proposal Form (Executed by Principal or Authorized Officer.);
3. Bid Declaration;
4. Bid Proposal Bond (in lieu of cashier’s check, or certified check, a Bid Proposal bond must be executed by the Bidder and the Bidder’s Surety.);
5. Bidder Information Sheet;
6. Non-Collusion Declaration;
7. Subcontractors List;
8. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions;
9. Certification of Compliance with Wage Payment Statutes;
10. Certification of Compliance with Prevailing Wage Training; and
11. Bonding and Claims Information.
12. Any required relevant prequalification documentation as outlined in section 1-02.1.

Bid proposal forms are not transferable. Any alteration not initialed by the Bidder will be cause for deeming the bid proposal irregular and rejecting the bid.

In submitting a Bid Proposal, Bidder shall comply with provisions as contained in the Special Provisions, 1-02.6, regarding “Preparation of the Proposal”, unless otherwise required herein.

### **C. CLARIFICATION OF BID**

**NO CHANGES ARE ALLOWED EXCEPT BY SUBMITTING AN AMENDED SEALED BID PROPOSAL PRIOR TO THE DATE AND TIME SET FOR BID OPENING.** Any unsealed clarification information received by the Clerk which discloses price will not be considered by the Board of County Commissioners and shall result in rejection of the

entire bid.

#### D. BID BOND

In accordance with Section 1-02.7 of the Special Provisions and the WSDOT Standard Specifications, all bid proposals shall be accompanied by a bid bond, certified check, cashier's check, made out to Chelan County, or cash in the amount of five percent (5%) of the total bid, conditioned upon the Bidder's full and complete performance of the terms and conditions of a bid award. The bid bond or equivalent shall be held by Chelan County until acceptable performance and payment bonds and certificate of insurance are provided to Chelan County, and the contract is subsequently fully executed. If the successful bidder abandons the bid award, fails to provide satisfactory performance bond and a certificate of insurance to Chelan County or fails to fully execute the contract, then the bid bond or equivalent shall, in the sole discretion of Chelan County, be forfeited and retained.

#### E. BID REVIEW AND EVALUATION

The Board of County Commissioners reserves the right to reject any or all bids, waive informalities, and to contract as the best interests of Chelan County may require. When evaluating bids, the following criteria, in addition to price, will be considered:

1. The bidder's qualifications and eligibility to contract under applicable laws and regulations;
2. The bidder's compliance with the terms and conditions of this request for bids;
3. Any additional evaluation criteria contained in the plans, specifications and addenda; and
4. Not currently be debarred, suspended or under other sanctions pursuant to Executive Order 12549. Disbarment and Suspension 13 CFR Part 145 of the U. S. Small Business Administration. Bidder is required to complete "Certification regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions"
5. The bidder's experience, technical qualifications and skill;
6. The guaranteed availability of materials needed for construction;
7. The bidder's ability and capacity to fully perform within the time required, taking into account the bidder's existing performance commitments and past performance;
8. Any other information as may have a bearing on the bid.

#### F. CONTRACT DOCUMENTS FOLLOWING AWARD

Each Bidder's attention is especially called to the following documents that must be fully completed, executed and submitted to Chelan County if successful Bidder:

1. Notice of Award - To be executed by the successful Bidder upon receipt of issuance by the Chelan County Board of Commissioners.
2. Agreement - To be executed by the successful Bidder.
3. Payment and Performance Bond - To be executed by the successful Bidder and the Bidder's Surety Company.
4. Certificate of Insurance - To be executed by the successful Bidder's Insurance Company.
5. Notice to Proceed - To be executed by the successful Bidder upon receipt of issuance by the Chelan County Board of Commissioners.

#### G. CANCELLATION BY COUNTY

In its sole discretion, Chelan County may cancel any bid award upon written notification to the successful bidder within 30 (thirty) days after the date of the bid award, without any cost, expense, penalty or damages payable to the successful bidder.

## INVITATION TO BID

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### EAST FORK MISSION CREEK FLOODPLAIN RESTORATION PROJECT

Sealed bids will be received by Chelan County at the Board of County Commissioners Chambers, Chelan County Administration Building, 400 Douglas Street, Wenatchee, Washington until Monday, January 22<sup>nd</sup>, 2024 at 11:00 AM PDT for the Chelan County Natural Resources Project, “**EAST FORK MISSION CREEK FLOODPLAIN RESTORATION PROJECT**”.

**Chelan County Natural Resources Project: EAST FORK MISSION CREEK FLOODPLAIN RESTORATION PROJECT**, Chelan County, WA. This contract provides for the improvement and restoration of approximately 2.8 miles of East Fork Mission Creek in the upper Mission Creek Watershed in Chelan County, WA. Work includes, but is not limited to: temporary traffic control as needed for mobilization and demobilization; temporary improvements of existing access routes within the project area; road decommissioning, grading and roughening of eroded road prism to floodplain level; harvesting and handling of mature onsite trees to be used in the installation of 8 engineered log jams (ELJ’s); installation, monitoring and maintenance of temporary stream crossings and in-water-work site isolation measures; import and placement of rock material and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

All in-water work and work below ordinary-high water mark (OHWM) shall occur between the dates of July 1<sup>st</sup> and October 18<sup>th</sup>, 2024 and the project shall be substantially complete by October 31<sup>st</sup>, 2024. The estimated range of probable cost is \$467,000-\$516,000 excluding WSST.

An **Optional** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on Friday November 17<sup>th</sup>, 2023 at 1:00 P.M. Attendees should meet at the junction of FS 7100 and FS 7101 (approximately 2 miles past the Devil’s Gulch Trailhead on FS 7100) in Chelan County, WA. The Contracting will lead attendees to the project area from the meeting location. A minimum of one representative from each Prime Contractor that intends to submit a bid is encouraged to attend.

A bid bond, certified check, or cashier’s check in the amount of 5% of the bid shall accompany all bids.

The County of Chelan in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full 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.

All bids shall be marked “EAST FORK MISSION CREEK FLOODPLAIN RESTORATION PROJECT” on the outside of the envelope. The Board of County Commissioners reserves the right to reject any or all bids for cause.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023

**BOARD OF CHELAN COUNTY COMMISSIONERS**

\_\_\_\_\_  
TIFFANY GERING, CHAIRMAN

ATTEST: ANABEL TORRES

\_\_\_\_\_  
KEVIN OVERBAY, COMMISSIONER

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
SHON SMITH, COMMISSIONER

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**NOTE:** The following forms are to be submitted with the Bid



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**BID PROPOSAL**

**EAST FORK MISSION CREEK FLOODPLAIN RESTORATION PROJECT**

TO: Board of Chelan County Commissioners, Wenatchee, Washington  
 The Undersigned certify that they have examined the location of the project and read and thoroughly understand the plans, specifications and contract governing 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:

<b>EAST FORK MISSION CREEK FLOODPLAIN RESTORATION PROJECT BID</b>						
<b>Item</b>	<b>Spec #</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1	1-09.7	Mobilization	L.S.	1		
2	8-19	Temporary Access and Staging	L.S.	1		
3	8-31	Site Isolation and Dewatering	L.S.	1		
4	8-26	ELJ Structure – Type 1	E.A.	8		
5	8-26	ELJ Structure – Type 2	E.A.	2		
6	8-26	Habitat Tree	E.A.	80		
7	2-05	Floodplain Excavation	C.Y.	90		
8	2-10	Reach 3 Grading	L.S.	1		
9	2-10	Reach 11 Grading	L.S.	1		
10	2-08	Road Decommissioning Type 1	L.F.	7,000		
11	2-08	Road Decommissioning Type 2	L.F.	7,180		
12	8-02	Seeding and Mulching	Acre	5.7		
<b>Base Bid Total</b>						

The aforementioned sum is hereby designated the Total base Bid. The Total Base Bid shall not include Washington State sales tax. Sales tax will be added to the Total Base Bid prior to Contract execution to determine the Contract Sum and sales tax shall be paid by the CONTRACTING AGENCY with each progress payment.

\_\_\_\_\_  
 PRINT BIDDER NAME

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 SIGNATURE OF PRINCIPAL OR OFFICER

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### BID PROPOSAL DECLARATION

To the Chelan County Board of County Commissioners:

The undersigned Bidder hereby certifies that the Bidder has examined the sites upon which the Work is to be performed and has read and thoroughly understands the plans, specifications, addenda and contract governing the work, the manner by which payment will be made for such work and time in which to attain Substantial Completion for the EAST FORK MISSION CREEK FLOODPLAIN RESTORATION PROJECT.

The Bidder hereby acknowledges receipt of Addendum No. 1 \_\_, No. 2 \_\_, No. 3 \_\_, No. 4 \_\_, No. 5 \_\_, No. 6 \_\_, No. 7 \_\_, No. 8 \_\_, No. 9 \_\_, and No. 10 \_\_.

The Bidder hereby acknowledges that by execution of this Bid Proposal Form the Bidder has agreed to all bidding requirements, has fully executed all required bidding documents, and has agreed to fully and completely perform all work required under the plans, specifications, addenda and Contract within the time period as specified. The Bidder has agreed to pay prevailing wage rates of Federal or State of Washington which are in effect at the time of the execution of the contract and whichever are the higher, in accordance with the requirements of the special provisions.

The undersigned hereby agrees to the indemnification requirements of Section 1-07.14 of the Special Provisions – Division 1. Submission of this Bid Proposal and entering into a Contract for this Work constitutes acknowledgement by the Contractor that said indemnification requirements are specifically and expressly a part of the Bid process and Contract Negotiations, including Contract waiver of immunity under Industrial Insurance, Title 51 RCW.

A bid proposal security of five percent (5%) of the total bid is attached hereto in the following form and in the amount of \$ \_\_\_\_\_.

Bid Proposal Bond \_\_\_\_ Cashier’s Check \_\_\_\_ Certified Check \_\_\_\_  
Checks must be payable to the Treasurer of Chelan County, Washington.

\_\_\_\_\_  
PRINT BIDDER NAME SIGNATURE OF PRINCIPAL OR OFFICER

\_\_\_\_\_  
MAILING ADDRESS CITY STATE ZIP

\_\_\_\_\_  
PRINT NAME OF SIGNATORY TITLE

\_\_\_\_\_  
TELEPHONE FAX

\_\_\_\_\_  
STATE REGISTRATION NUMBER STATE UBI NUMBER

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### BID PROPOSAL BOND

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KNOW ALL PERSONS BY THESE PRESENTS:

That we of \_\_\_\_\_ as Principal, and the \_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the Chelan County Commissioners in the full and penal sum of five (5) percent of the total amount of the Bid Proposal of said Principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction to wit:

**Chelan County Natural Resources Project: EAST FORK MISSION CREEK FLOODPLAIN RESTORATION PROJECT**, Chelan County, WA. This contract provides for the improvement and restoration of approximately 2.8 miles of East Fork Mission Creek in the upper Mission Creek Watershed in Chelan County, WA. Work includes, but is not limited to: temporary traffic control as needed for mobilization and demobilization; temporary improvements of existing access routes within the project area; road decommissioning, grading and roughening of eroded road prism to floodplain level; harvesting and handling of mature onsite trees to be used in the installation of 8 engineered log jams (ELJ's); installation, monitoring and maintenance of temporary stream crossings and in-water-work site isolation measures; import and placement of rock material and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

NOW, THEREFORE, if the said Bid Proposal by said Principal be accepted, and the Contract be awarded to said Principal, and if said Principal shall duly make and enter into and execute said Contract and shall furnish bond as required by the Chelan County Commissioners within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, the Principal and surety have caused these presents to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTE: Failure to provide a Bid Proposal Bond renders a bid non-responsive. Acceptable Bid Bond language shall comply with Standard Specifications.

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

\_\_\_\_\_  
PRINT PRINCIPAL'S NAME

\_\_\_\_\_  
PRINT SURETY'S NAME

\_\_\_\_\_  
SIGNATURE: AUTHORIZED  
PRINCIPAL/OFFICER

\_\_\_\_\_  
SIGNATURE: SURETY/AUTHORIZED  
AGENT

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

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**BIDDER INFORMATION**

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**PROJECT:** EAST FORK MISSION CREEK FLOODPLAIN RESTORATION PROJECT

Contractor registration, bonding and insurance information will be confirmed through Department of Labor and Industries at 1.800.647.0982 and 1.360.902.5230.

**CONTRACTOR:**

\_\_\_\_\_  
 NAME (Exactly as Registered) \_\_\_\_\_  
 TELEPHONE NO.

\_\_\_\_\_  
 ADDRESS

\_\_\_\_\_  
 CITY \_\_\_\_\_  
 STATE \_\_\_\_\_  
 ZIP

\_\_\_\_\_  
 REGISTRATION NO. \_\_\_\_\_  
 EXPIRATION DATE \_\_\_\_\_  
 FEDERAL TAX ID \_\_\_\_\_  
 UBI NO.

SOLE PROPIERTORSHIP  PARTNERSHIP  CORPORATION   
 JOINT VENTURE  LLC

PRINCIPALS:

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

**LIST OF SIMILAR PROJECTS COMPLETED BY CONTRACTOR (USE ADDITIONAL SHEET IF NECESSARY)**

Project Name	Contracting Agency	Contracting Agency Contact	Completion Date



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## NON-COLLUSION DECLARATION

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**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 for 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.

**FAILURE TO RETURN THIS DECLARATION AS PART OF THE BID SUBMITTAL PACKAGE WILL MAKE THE BID NONRESPONSIVE AND INELIGIBLE FOR AWARD.**

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
*(Authorized Signature)*

\_\_\_\_\_  
*(Name and Title)*

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call: 1.800.424.9071

The U.S. Department of Transportation (USDOT) operates the above tollfree "hotline" Monday through Friday, 8:00 AM to 5:00 PM, Eastern Standard 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 direct of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

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## SUBCONTRACTOR LIST

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*Prepared in compliance with RCW 39.30.060 as amended*

Chelan County requires the bidder to submit the names of all subcontractors whose subcontract amount exceeds 10 percent of the contract price for all contracts exceeding \$100,000. Bidders shall complete Section A below, as appropriate, with the bid proposal or within 1 hour of the bid time.

Bidders may attach additional sheets as necessary to identify additional subcontractors. If information is delivered within 1 hour of the bid time, it may be delivered in person, by fax, courier or email to the CONTRACTING AGENCY’S representative.

### SECTION A. OWNER REQUIRED SUBCONTRACTOR LIST

The following subcontractor(s) subcontract amount(s) exceed 10 percent of the contract price and the contract exceeds \$100,000 (list subcontractor and bid item).

**Bidder certifies that there are no subcontractors at this time who meet the above requirements.**

Name \_\_\_\_\_  
Title. \_\_\_\_\_  
Signature \_\_\_\_\_

**OR There are subcontractors that meet the above requirements.**

Subcontractor Name \_\_\_\_\_  
Bid Item No. \_\_\_\_\_  
Address. \_\_\_\_\_  
Phone No. \_\_\_\_\_ State Contractor’s Lic. No. \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Bid Item No. \_\_\_\_\_  
Address. \_\_\_\_\_  
Phone No. \_\_\_\_\_ State Contractor’s Lic. No. \_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Bid Item No. \_\_\_\_\_  
Address. \_\_\_\_\_  
Phone No. \_\_\_\_\_ State Contractor’s Lic. No. \_\_\_\_\_

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## CERTIFICATION REGARDING DEBARMENT

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

### BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE

- 1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
*(Authorized Signature)*

\_\_\_\_\_  
*(Name and Title)*

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

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The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
BIDDER’S BUSINESS NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL\*

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

*Check One:*

Sole Proprietorship  Partnership  Joint Venture  Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

\_\_\_\_\_

If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

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## CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE TRAINING

---

The bidder hereby certifies that is Responsible within criteria set forth in RCW 39.04.350 and RCW 39.06.020, specifically in regards to ESSHB 1673 which requires all businesses to have prevailing wage training before bidding and/or performing work on public works projects. Online Contractor training is available at <https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp>.

Alternatively, Contractors with an active Unified Business Identifier (UBI) for 3 or more years **AND** have performed on 3 or more public works projects are exempt from this training requirement. Please provide business information below and either completed training date OR 3 completed public works as reference.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

---

BUSINESS NAME

UNIFIED BUSINESS IDENTIFIER (UBI)

---

SIGNATURE OF AUTHORIZED OFFICIAL\*

---

PRINTED NAME

*\*Check one option below and provide details*

Option A  Labor and Industries Prevailing Wage Training Completion

---

L&I Prevailing Wages Training Completion Date

Option B  Exemption from Training Requirement

---

1. Project Name, Contracting Agency, Completion Date of Public Works Project

---

2. Project Name, Contracting Agency, Completion Date of Public Works Project

---

3. Project Name, Contracting Agency, Completion Date of Public Works Project

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### BONDING AND CLAIMS

BONDING COMPANY NAME (Exactly as Registered)

ADDRESS

CITY

STATE

ZIP

REGISTRATION BOND NO.

\$

AMOUNT

EXPIRATION DATE

Are there claims pending against your bond?  Yes  No

If yes, what are each claimant's name, reasons for the claim, amount claimed, date, and place of filing?

Have there been tax liens or judgments against you filed by the Internal Review Service, Department of Revenue, Employment Security Department or Department of Labor & Industries within the last three (3) years resulting from non-payment of employee taxes?  Yes  No

If yes, what date and in which County did each filing occur?

Are there any lawsuits or unsatisfied judgments pending against you?  Yes  No

If yes, what date and in which County is each lawsuit pending or judgment entered?

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# **CONSTRUCTION CONTRACT PACKAGE**

**NOTE:** The following forms are to be executed by the successful bidder, after the Contract Award, and are included here for Bidder's information only.



# AGREEMENT

---

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Chelan County hereinafter called "CONTRACTING AGENCY" and \_\_\_\_\_ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction of the **EAST FORK MISSION CREEK FLOODPLAIN RESTORATION PROJECT** in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall complete all in-water-work as indicated on the Drawings between the dates of July 1<sup>st</sup> and October 18<sup>th</sup>, 2024. The Project shall be substantially complete by October 31<sup>st</sup>, 2024.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ \_\_\_\_\_ or as shown in the BID schedule (*Not including Washington State Sales Tax*). Washington State Sales Tax will be paid by the CONTRACTING AGENCY on Progress Payment Base amounts at the time of "Contractor's Application for Payment".
5. The CONTRACTOR shall submit applications for payment in accordance with the 2024 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (or most recent version; Standard Specifications). Applications for payment shall be submitted to the CONTRACTING AGENCY.
6. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) BIDDING INSTRUCTIONS
- (B) INVITATION TO BID
- (C) BID PROPOSAL
- (D) BID PROPOSAL DECLARATION
- (E) BID PROPOSAL BOND
- (F) BIDDER INFORMATION
- (G) NON-COLLUSION DECLARATION
- (H) SUBCONTRACTORS LIST
- (I) CERTIFICATION REGARDING DEBARMENT
- (J) BONDING AND CLAIMS
- (K) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
- (L) CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE TRAINING
- (M) PERFORMANCE AND PAYMENT BOND
- (N) NOTICE OF AWARD
- (O) NOTICE TO PROCEED
- (P) CHANGE ORDER(s)
- (Q) ADDENDA:
  - No. \_\_\_ Dated \_\_\_\_\_, 202\_\_
  - No. \_\_\_ Dated \_\_\_\_\_, 202\_\_
  - No. \_\_\_ Dated \_\_\_\_\_, 202\_\_

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

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Contract in triplicate. The Contract will be effective on \_\_\_\_\_ (insert date).

**CONTRACTING AGENCY**

**CONTRACTOR**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE (SEAL)

\_\_\_\_\_  
ADDRESS

ATTEST:  
Clerk of the Board

\_\_\_\_\_  
TITLE (SEAL)

\_\_\_\_\_  
SIGNATURE

EMPLOYER ID  
NUMBER: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

ATTEST:

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that whereas Chelan County, Wenatchee, Washington a municipal corporation has awarded to:

CONTRACTOR NAME

hereinafter designated as the "CONTRACTOR" a contract for work items, which contract consists of the Proposal/Agreement, together with the Contract Documents, Specifications, Addenda and Plans, all as hereto attached and made a part hereof, and more particularly described as:

**EAST FORK MISSION CREEK FLOODPLAIN RESTORATION PROJECT**

and whereas said CONTRACTOR is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we the CONTRACTOR and

\_\_\_\_\_, a corporation, organized and existing under and by virtue of the laws of the State of Washington, and duly authorized to do business in the State of Washington as surety, are firmly bound unto Chelan County in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bonded CONTRACTOR, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in said contract, and shall faithfully perform all the provisions of such contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified; and shall pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work on his or their parts; and shall indemnify and save harmless the CONTRACTING AGENCY, its officers and agents, from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said principal, or any subcontractor, in the performance of said contract or any modifications thereof; and shall further indemnify and save harmless Chelan County, its officers and agents, from any damage or expense by reason of failure of performance as required by said contract, or any modifications thereof, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alternations or additions to the terms of the contract or the work or to the specifications. This Bond is provided pursuant to and shall be construed in accordance with Ch. 39.08 RCW.

IN WITNESS THEREOF, the said CONTRACTOR and the said surety caused this bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_

TITLE \_\_\_\_\_

ATTEST (If Corporation)

WITNESSES (If Individual or Partnership)

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

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

CORPORATE SEAL

BY \_\_\_\_\_

TITLE \_\_\_\_\_

APPROVED AS TO FORM

SURETY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

(Attorney for \_\_\_\_\_ )

Address of local office and agent of Surety Company is:

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

### NOTICE OF AWARD

**DATED** \_\_\_\_\_

**TO** \_\_\_\_\_

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

**PROJECT** EAST FORK MISSION CREEK FLOODPLAIN RESTORATION PROJECT

The CONTRACTING AGENCY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated November 13<sup>th</sup>, 2023, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_ (not including Washington State Sales Tax).

You are required by the Bidding Instructions to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the original Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said CONTRACTING AGENCY will be entitled to consider all your rights arising out of the CONTRACTING AGENCY'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The CONTRACTING AGENCY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CONTRACTING AGENCY. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
CONTRACTING OFFICER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

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**NOTICE TO PROCEED**

**DATED** \_\_\_\_\_

**TO** \_\_\_\_\_

**PROJECT** EAST FORK MISSION CREEK FLOODPLAIN RESTORATION PROJECT

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, on or after \_\_\_\_\_, and you are to attain Substantial Completion, as determined by the Contracting Agency, on or before October 31<sup>st</sup>, 2024.

\_\_\_\_\_  
CONTRACTING OFFICER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

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**NOTE:** The following forms are to be submitted by the Contractor upon substantial completion, and are included here for Bidder's Information only

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### CERTIFICATE OF SUBSTANTIAL COMPLETION

**PROJECT:** EAST FORK MISSION CREEK  
FLOODPLAIN RESTORATION  
PROJECT

**TO CONTRACTING AGENCY:** Chelan County  
Natural Resources Department  
411 Washington Street, Suite 201  
Wenatchee, WA 98801

**STATE OF:** WASHINGTON **CONTRACT FOR:** Construction

**COUNTY OF:** CHELAN **CONTRACT DATED:** \_\_\_\_\_

**DATE OF ISSUANCE:** \_\_\_\_\_

**Project or Designated Portion Shall Include:**

The work performed under this CONTRACT has been reviewed and found to be substantially complete. The date of substantial completion of the project or portion thereof designated above is hereby established as of \_\_\_\_\_ 20\_\_\_\_ which is also the date of commencement of applicable warranties as required by the Contract Documents, except as stated below.

**Definition of Date of Substantial Completion**

The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the project administrator when construction is sufficiently complete in accordance with the Contract Documents, so the CONTRACTING AGENCY can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

\_\_\_\_\_  
CONTRACTOR BY DATE

The CONTRACTING AGENCY accepts the Work or designated portion thereof a substantially complete and will assume full possession thereof on \_\_\_\_\_.

\_\_\_\_\_  
CHELAN COUNTY COMMISSIONER BY DATE

The responsibilities of the CONTRACTING AGENCY and CONTRACTOR for security, maintenance, heat, utilities, damage to the work, and insurance shall be as follows:



**NOTE: Contracting Agency's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.**

---

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### CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS

**PROJECT:** EAST FORK MISSION CREEK  
FLOODPLAIN RESTORATION  
PROJECT \_\_\_\_\_

**TO CONTRACTING AGENCY:** Chelan County  
Natural Resources Department  
411 Washington Street, Suite 201  
Wenatchee, WA 98801 \_\_\_\_\_

**CONTRACTING AGENCY:** ENGINEER   
CONTRACTOR   
SURETY   
OTHER

**STATE OF:** WASHINGTON \_\_\_\_\_ **CONTRACT FOR:** \_\_\_\_\_  
**CONTRACT**

**COUNTY OF:** CHELAN \_\_\_\_\_ **DATED:** \_\_\_\_\_

The undersigned hereby certifies that, except as listed below, payment has been paid in full and all obligations have otherwise been satisfied for all equipment and materials furnished, for all work, labor and services performed, and for all known indebtedness and claims against the CONTRACTOR for damages arising in any manner in connection with the performance of the CONTRACT referenced above for which the CONTRACTING AGENCY might in any way be held responsible for encumbered.

**Exceptions are as follows:**

\_\_\_\_\_

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Consent of Surety to Final Payment. Whenever surety is involved, Consent of Surety is required. Indicate attachment: (YES ) (NO )

*The following supporting documents should be attached hereto if required by the CONTRACTING AGENCY:*

- a. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- b. Separate Releases or Waivers of Liens from subcontractors and material and equipment suppliers to the extent required by the CONTRACTING AGENCY, accompanied by a list thereof.
- c. Contractor's Affidavit of Release of Liens.

**CONTRACTOR:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me  
this \_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME OF NOTARY PUBLIC

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
COMMISSION EXPIRATION DATE

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### CONTRACTOR’S AFFIDAVIT OF RELEASE OF LIENS

**PROJECT:** EAST FORK MISSION CREEK  
FLOODPLAIN RESTORATION  
PROJECT \_\_\_\_\_

**TO CONTRACTING AGENCY:** Chelan County  
Natural Resources Department  
411 Washington Street, Suite 201  
Wenatchee, WA 98801 \_\_\_\_\_

**STATE OF:** WASHINGTON \_\_\_\_\_ **CONTRACT FOR:** \_\_\_\_\_  
**COUNTY OF:** CHELAN \_\_\_\_\_ **CONTRACT DATED:** \_\_\_\_\_

CONTRACTING AGENCY   
ENGINEER   
CONTRACTOR   
SURETY   
OTHER

The undersigned hereby certifies that to the best of their knowledge, information and beliefs, except as listed below, the Releases or Waivers of Lien attached hereto include the CONTRACTOR, all subcontractors, all suppliers of equipment and materials, and all performers of work, labor and/or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the CONTRACTING AGENCY arising in any manner out of the performance of the CONTRACT referenced above.

**Exceptions are as follows:**

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

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor’s Release or Waivers of Liens, condition upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and equipment and material suppliers, to the extent required by the CONTRACTING AGENCY, accompanied by a list thereof.

**CONTRACTOR:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me  
this \_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME OF NOTARY PUBLIC

\_\_\_\_\_  
PRINTED TITLE

\_\_\_\_\_  
COMMISSION EXPIRATION DATE



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**CONSENT OF SURETY TO FINAL PAYMENT**

**PROJECT:** EAST FORK MISSION CREEK  
FLOODPLAIN RESTORATION  
PROJECT

**TO CONTRACTING AGENCY:** Chelan County  
Natural Resources Department  
411 Washington Street, Suite 201  
Wenatchee, WA 98801

CONTRACTING AGENCY   
ENGINEER   
CONTRACTOR   
SURETY   
OTHER

**STATE OF:** WASHINGTON

**CONTRACT FOR:** \_\_\_\_\_

**COUNTY OF:** CHELAN

**CONTRACT DATED:** \_\_\_\_\_

In accordance with the provisions of the CONTRACT between the CONTRACTING AGENCY and the CONTRACTOR as indicated above, the *(insert name and address of Surety Company)*

\_\_\_\_\_, SURETY COMPANY,

on bond of *(insert name and address of Contractor)*

\_\_\_\_\_, CONTRACTOR, \_\_\_\_\_

hereby approved of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to *(insert name and address of CONTRACTING AGENCY)* \_\_\_\_\_, CONTRACTING AGENCY, \_\_\_\_\_ as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
SURETY COMPANY NAME

Attest:

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

(SEAL)

\_\_\_\_\_  
PRINTED NAME AND TITLE

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# **SPECIAL PROVISIONS**

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# EAST FORK MISSION CREEK FLOODPLAIN RESTORATION PROJECT

The representative assigned to answer questions regarding these bid documents, show the project to prospective bidders, and act as the Contracting Agency’s representative who directly supervises the engineering and administration of this project is:

**Hannah Pygott; Senior Natural Resource Specialist**  
**Chelan County Natural Resources Department**  
**Phone: 509-670-9306**  
**Email: [hannah.pygott@co.chelan.wa.us](mailto:hannah.pygott@co.chelan.wa.us)**

As the Engineer in direct responsible charge of developing these contract provisions, I certify that the sections of the special provisions listed below have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.

## DIVISION 1 – GENERAL REQUIREMENTS

### DESCRIPTION OF THE WORK

## DIVISION 2 – EARTHWORK

- 2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP
- 2-05 FLOODPLAIN EXCAVATION
- 2-08 ROAD DECOMMISSIONING
- 2-10 STREAM GRADING

## DIVISION 8 – MISCELLANEOUS CONSTRUCTION

- 8-01 EROSION CONTROL AND WATER POLLUTION CONTROL
- 8-02 ROADSIDE RESTORATION
- 8-19 TEMPORARY ACCESS AND STAGING
- 8-26 ENGINEERED LOG JAM CONSTRUCTION
- 8-31 TEMPORARY WORK AREA ISOLATION AND WORK AREA DEWATERING



Nic Truscott, PE  
Natural Systems Design  
203 W Chestnut Street  
Bellingham, WA 98225  
(360) 966-8104  
nic@naturaldes.com

## INTRODUCTION TO THE SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

*(December 10, 2020 APWA GSP)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2024 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 project-specific Special Provisions are not labeled as such. 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)* = Identifies APWA GSP and date created
- (April 1, 2013 WSDOT GSP)* = Identifies WSDOT GSP and date created
- (\*\*\*\*\*)* = Identifies project specific Special Provision

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/APWA, current edition
- *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects-FP-14*, Federal Highway Administration, current

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

Portions of these Special Provisions are taken from the APWA GSP web page found at <https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/general-special-provisions-gsps/local-agency-general-special-provisions-gsps> .

## DIVISION 1 GENERAL REQUIREMENTS

### Description of Work

(March 13, 1995)

**Chelan County Natural Resources Project: EAST FORK MISSION CREEK FLOODPLAIN RESTORATION PROJECT**, Chelan County, WA. This contract provides for the improvement and restoration of approximately 2.8 miles of East Fork Mission Creek in the upper Mission Creek Watershed in Chelan County, WA. Work includes, but is not limited to: temporary traffic control as needed for mobilization and demobilization; temporary improvements of existing access routes within the project area; road decommissioning, grading and roughening of eroded road prism to floodplain level; harvesting and handling of mature onsite trees to be used in the installation of 8 engineered log jams (ELJ's); installation, monitoring and maintenance of temporary stream crossings and in-water-work site isolation measures; import and placement of rock material and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

### 1-01 DEFINITIONS AND TERMS

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

#### 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.

Section 1-01.3 is supplemented 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 Engineer and Contracting Officer and/or Contracting Agency are equivalent.

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.

**County Road Engineer**

Shall mean the same as the Design Engineer.

**Engineer**

Shall mean the same as the Design Engineer.

**Laboratory**

The laboratory designated by the Design Engineer.

**Item of Work**

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

**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.

**Contracting Officer**

A representative of the Contracting Agency (Chelan County Natural Resource Department) responsible for administration of the Contract.

**Drawings**

All references to “Drawings” in the Standard Specifications, Amendments, or these Special Provisions shall be revised to read “Plans”.

**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.

**Design Engineer**

Refers to the firm and Engineer of Record and/or Licensed Geologist responsible for preparation of the Plans and these Special Provisions. The Design Engineer will support the Contracting Agency and its representatives throughout construction. The Design Engineer does not have any direct contractual authority over the Contractor. Any time a standard specification or special provision requires approval, direction, or review by the Engineer, this shall mean that the Design Engineer will make a determination for the issue at hand and relay the finding(s) to the Contracting Officer for implementation.

All references to Engineer and Contracting Officer are equivalent. “Design Engineer” refers to the firm and Engineer of Record responsible for preparation of the Plans and/or these Special Provisions.

**1-02 BID PROCEDURES AND CONDITIONS**

### **1-02.1 Prequalification of Bidders**

This section is deleted and replaced with the following:

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

### **1-02.1 Qualifications of Bidder**

*(January 24, 2011 APWA GSP)*

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

The following new subsection is added:

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

#### **1-02.1(2) Project Specific Supplemental Qualifications Criteria**

The Contractor shall submit a “Statement of Qualifications” with this bid for work in critical areas and habitat restoration. Contractor shall have prior experience with successful installation of at least three (3) similar projects in the last ten (10) years.

Projects qualified as “similar” are defined by:

- Felling and bucking of large timber (up to 25” DBH) for use in stream crossings and Engineered Log Jams and habitat trees.
- Placement of large timber (>18” DBH and 40’ long) into structures following the structural details of the engineer’s drawings and field-direction.
- Experience with the design, installation, maintenance and removal of temporary stream crossings and/or bridges.
- Diversion, isolation, and dewatering of work areas around ELJs and habitat structures within the active river channel with flowing water. Projects shall show experience with constructing and maintaining cofferdams or similar hydraulic barriers, operating and maintaining pumps, construction water management etc.

The Contractor shall submit a statement of credentials for the person designated as the “Stream Construction Supervisor” The stream construction supervisor shall have worked on the three (3) similar projects listed per above. The stream construction supervisor shall act as the daily construction supervisor for the duration of the project.

### **1-02.2 Plans and Specifications**

This section is deleted and replaced with the following:

*(June 27, 2011 APWA GSP)*

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work. After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

<b>To Prime Contractor</b>	<b>No. of Sets</b>	<b>Basis of Distribution</b>
Reduced plans (11" x 17") and Contract Provisions	2	Furnished automatically upon award
Contract Provisions	2	Furnished automatically upon award

Additional plans and Contract Provisions may be obtained by request by the Contractor from the source stated in the Call for Bids, at the Contractor’s own expense.

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

Section 1-02.4 is supplemented with the following:

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

An **Optional** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on Friday November 17<sup>th</sup>, 2023 at 1:00 P.M. Attendees should meet at the junction of FS 7100 and FS 7101 (approximately 2 miles past the Devil’s Gulch Trailhead on FS 7100) in Chelan County, WA. The Contracting will lead attendees to the project area from the meeting location. A minimum of one representative from each Prime Contractor that intends to submit a bid is encouraged to attend.

Please note that the project site is located on public property and is open for inspection by potential bidders at any time.

**1-02.4(1) General**

*(January 19<sup>th</sup>, 2022 APWA GSP Option B)*

The first sentence of the ninth paragraph beginning with “Prospective Bidders desiring...”, is revised to read:

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business three (3) business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

**1-02.5 Proposal Forms**

*(July 31, 2017 APWA GSP)*

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder’s name, address, telephone number, and signature; the bidder’s UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor’s Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

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

Section 1-02.6 is supplemented with the following:

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

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington, Owner encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this invitation or as a subcontractor to a bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids will not be rejected or considered nonresponsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

(December 10, 2020 APWA GSP, Option B)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last two paragraphs, and replace them with the following:

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

### **1-02.7 Bid Deposit**

Section 1-02.7 is supplemented with the following:

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

A certified check or bid bond made payable to the Chelan County for an amount equal to at least five (5%) percent of the total amount of the bid, must accompany each bid as evidence of good faith, and as a guarantee that, if awarded the contract, the bidder will execute the contract and give bond, as required. Should the successful bidder fail to enter into such a contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit may be forfeited to Chelan County.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner. A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name and signed by a partner.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture.

Cash will not be accepted for a bid deposit and bidders must use the bond form included in the Contract Provisions.

(March 8, 2013 APWA GSP)  
Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project if applicable;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

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

(January 19, 2022 APWA GSP, Option A)

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

To be considered responsive on a FHWA-funded project, the Bidder may be required to submit the following items, as required by Section 1-02.6:

- DBE Utilization Certification (WSDOT 272-056)
- DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification
- Good Faith Effort (GFE) Documentation
- DBE Bid Item Breakdown (WSDOT 272-054)
- DBE Trucking Credit Form (WSDOT 272-058)

These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. These documents shall be received **no later than 48 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added. All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

**Board of Chelan County Commissioners  
Chelan County Administration Building  
400 Douglas St  
Wenatchee, WA 98801**

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (UDBE confirmations, or GFE documentation) that is received after the time specified above or received in a location other than that specified in the Call for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12, the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which the normal work processes of the Contracting Agency resume.

### **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

*(July 23, 2015 APWA GSP)*

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and

3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

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

Section 1-02.12 is supplemented with the following:

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

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

Sealed bids are to be received at the following location prior to the time specified:

Board of Chelan County Commissioners  
Chelan County Administration Building  
400 Douglas St. Suite 201  
Wenatchee, Washington 98801

The bid opening date for this project is scheduled for **Monday, January 22<sup>nd</sup>, 2024**. The bids received will be publicly opened and read on this date at **11:00 AM**, or as soon as possible thereafter.

### **1-02.13 Irregular Proposals**

(October 1, 2020 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, if applicable, as required in Section 1-02.6;



- h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
  - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
  - k. The Bidder fails to submit a DBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - n. 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.
  - f. If a Proposal does not include or meet the Project Specific Supplemental Qualifications requirements as listed in section 1-02.1.

#### **1-02.14 Disqualification of Bidders**

Delete this section and replace 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; or does not meet the supplemental criteria listed in section 1-02.1 of these Special Provisions.

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. As evidence that the Bidder meets the mandatory bidder responsibility criteria, the Contracting Agency may require the apparent low Bidder to submit to the Contracting Agency within 48 hours of request, documentation demonstrating compliance with all responsibility criteria. Documentation can be submitted either as scanned files submitted through e-mail to the Contracting Agency, or printed files submitted through traditional mail or in person. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further

documentation as needed to assess bidder responsibility. The Contracting Agency also reserves the right to obtain information from third parties concerning a 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 2 (two) 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 2 business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

### **1-02.15 Pre-Award Information**

*(August 14, 2013 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**

*(January 23, 2006 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.

### **1-03.1(1) Identical Bid Totals**

*(January 4, 2016 APWA GSP)*

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked “Winner” and the other(s) marked “unsuccessful”. The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked “Winner” will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to draw.

### **1-03.3 Execution of Contract**

*(January 19, 2022 APWA GSP)*

Revise this section to read:

Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

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 ~~\*\*\*10 (ten)\*\*\*~~ 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, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed as required and/or when provided. 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 ~~\*\*\*10 (ten)\*\*\*~~ 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:
  1. Is registered with the Washington State Insurance Commissioner, and
  2. 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:
  1. 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
  2. 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).

**1-03.7 Judicial Review**

(November 30, 2018 APWA GSP)

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

**1-04 SCOPE OF WORK****1-04.1(2) Bid Items Not Included in the Proposal**

This section is revised to read:

When the contract specifies work that has no bid item, and the work is not specified as being included with or incidental to other bid items, that work shall be considered incidental to the contract or other Bid items included in the proposal form.

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

*(December 10<sup>th</sup>, 2013 APWA GSP)*

Revise the second paragraph to read:

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency’s Standard Plans or Details (if any),
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction

**1-04.4 Changes**

*(January 19, 2022 APWA GSP)*

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

**1-04.6 Variation in Estimated Quantities**

*(May 25, 2006 APWA GSP)*

Supplement this section with the following:

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

The quantities listed in the Bid Proposal Form are entered only to provide a common proposal for bidders. Variations to actual quantities required will be tracked in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. Such bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

**1-04.11 Final Cleanup**

Supplement this section with the following:

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

The Contractor shall repair, at no additional cost to the Contracting Agency, any damage to existing access routes, fences, gates, utilities, structures, and driveways that occurred as a result of activities conducted by the Contractor. All costs associated with performing the final cleanup shall be made

incidental to other bid items in the Contract.

### **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.

### **1-05.8 Vacant**

Section 1-05.8 is replaced with the following:

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

### **1-05.8 Required Submittals and Approvals**

The following is a list of required submittals to the Contracting Agency as detailed in the respective section of the Standard Specifications and these Special Provisions. Approval of these submittals are required prior to the start of any on-site work.

- 1-07.15 Spill Prevention, Control, and Countermeasure (SPCC) Plan
- 1-08.3 Type A Project Schedule
- 8-01.3(1)A1 Temporary Erosion and Sediment Control (TESC)/SWPP Plan
- 8-01.3(1)C6 Environmentally Acceptable Hydraulic Fluid Catalog Cut

- 8-19.3(1) Temporary Staging Area Plan
- 8-19.3(1) Temporary Bridge Plan
- 8-19.3(1) Temporary Log Crossing Plan
- 8-26.3(2)A ELJ Construction Plan
- 8-31.3(6)A Site Isolation and Dewatering Plan

APPROVAL NAME	SPEC. SECTION	NOTICE PERIOD
Clearing Limits	2-01.3(1)	3 days
Notice of TWD Plan Implementation Meeting	8-31.3(1)B	14 days
Request for Fish and Aquatic Species Exclusion	8-31.3(6)	5 days

**1-05.11 Final Inspection**

Delete this section and replace it with the following:

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

**1-05.11 Final Inspections and Operational Testing**

*(October 1, 2005 APWA GSP)*

**1-05.11(1) Substantial Completion Date**

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Contracting Agency and Engineer and request the establishment of the Substantial Completion Date. The Contractor’s request shall list the specific items of work that remain to be completed in order to reach physical completion. The Contracting Agency and/or Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Contracting Agency and Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Contracting Agency and Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, will by written notice to the Contractor, set the Substantial Completion Date. If, after this inspection the Contracting Agency and/or Engineer does not consider the work substantially complete and ready for its intended use, will so notify the Contractor giving the reasons therefor.

Upon receipt of notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Contracting Agency and Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Contracting Agency and Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

**1-05.11(2) Final Inspection and Physical Completion Date**

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Contracting Agency and Engineer to schedule a final

inspection. The Engineer will set a date for final inspection. The Contracting Agency and/or Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Contracting Agency and Engineer are satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

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

Section 1-05.12 is revised to the following:

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

The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the Contracting Agency against any claim or loss resulting from the failure of the Contractor (or the subcontractors or lower tier subcontractors) to pay all laborers, mechanics, subcontractors, material persons, or any other person who provides labor, supplies, or provisions for carrying out the Work or for any payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW.

#### **1-05.13 Superintendents, Labor and Equipment of Contractor**

*(August 14, 2013 APWA GSP)*

Delete the sixth and seventh paragraphs of this section.

#### **1-05.15 Method of Serving Notices**

*(March 25, 2009 APWA GSP)*

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Contracting Agency and Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Contracting Agency and Project Engineer's office. Electronic copies such as e-mails or



electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

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

Add the following new section:

**1-05.16 Water and Power**  
(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

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

**1-07.1 Laws to be Observed**

(October 1, 2005 APWA GSP)

Supplement this section 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 Taxes**

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

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

**1-07.2 State Sales Tax**

(June 27, 2011 APWA GSP)

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).

**1-07.3(1) Fire Prevention Control and Countermeasures Plan**

Section 1-07.3(1) is supplemented with the following:

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

The project area is in Fire Shutdown Zone 675 \*Partial hoot owl, Partial shutdowns, and General Shutdowns may come into effect during the operating period of this contract. The contractor shall comply with all IFPL requirements and is responsible for procuring any necessary waivers. No payment will be made for standby time associated with IFPL's or other acts of God. For a summary of USFS Industrial Fire Precaution Levels, visit: <https://www.dnr.wa.gov/ifpl>.

**1-07.5 Environmental Regulations****1-07.5(1) General**

Section 1-07.5(1) is supplemented with the following:

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

The Contractor is solely responsible for adhering to all environmental or other provisions outlined in the project permits, the Contract Documents, and all applicable local, state and federal laws.

The Contractor shall notify the Contracting Agency a minimum of \*\*\* 5 \*\*\* calendar days prior to commencing any work in sensitive areas, mitigation areas, and wetland buffers. Installation of construction fencing is excluded from this notice requirement.

Contact with regulatory agencies concerning the permits listed herein, shall be made through the Contracting Agency unless otherwise approved.

The Contractor will not operate equipment or discharge material within the boundaries of wetlands and the waters of the United States as defined by the federal and state regulatory agencies unless otherwise allowed by contract specific permits. If an unauthorized discharge occurs:

- a. Prevent further contamination;
- b. Notify appropriate authorities and the Contracting Officer; and
- c. Mitigate damages.

The Contractor will construct and maintain barriers in work areas and in material sources to prevent sediment, petroleum products, chemicals, and other liquids and solids from entering wetlands or waters of the United States. Remove and properly dispose of barrier collected material. There will be no revisions to any terms or conditions of permits without the approval of the issuing agency.

The project specific permits applied for or issued to date are listed in section 1-07.6 of these Special Provisions. All costs to comply with local, state and federal environmental commitments and requirements are incidental to the contract and are the responsibility of the Contractor.

**1-07.5(2) State Department of Fish and Wildlife**

Section 1-07.5(2) is supplemented with the following:

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

Work below Ordinary-High-Water Mark of East Fork Mission Creek is subject to project permits which restrict such work to occur between July 1<sup>st</sup> and February 28<sup>th</sup> of a given calendar year. However, all referenced work must be complete between the dates of July 1<sup>st</sup> and October 18<sup>th</sup>, 2024. All costs to comply with this special provision are incidental to the Contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the Contract.

**1-07.6 Permits and Licenses**

*(January 2, 2018)*

Section 1-07.6 is supplemented with the following:

The Contracting Agency has applied for or obtained the below-listed permit(s) for this project to-date. Additional permits may be applied for obtained prior to construction as necessary. A copy of the permit(s) obtained is attached as an appendix for informational purposes. Copies of these permits, are required to be onsite at all times. Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the contracting agency unless otherwise approved in writing. The Contractor is responsible for obtaining coverage under a Construction Stormwater General Permit if necessary, in which case direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology’s approval for any Work requiring additional approvals (e.g. Request for 12 Chemical Treatment Form). Work may not begin until all necessary project permits have been received by the Contracting Agency and/or provided to the Contractor. No compensations will be made for construction related delays associated with delays in permit approval and/or receipt. The Contractor will be solely responsible for any violations arising out of commencement of work prior to the receipt of necessary permit approvals.

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.	STATUS
Hydraulic Project Approval (HPA)	WDFW	2023-2-105+01	Issued
ARBO II	USFWS/NOAA	01EOFW00-2013-F-0090/ NMFS No: NWP-2013-9664	Issued
NEPA	USFS	None	Issued
Regional General Permit 8 (RGP 8)	USACOE	TBD	Pending Issuance

**1-07.9 Wages**

**1-07.9(1) General**

*(January 6, 2020)*

Section 1-07.9(1) is supplemented with the following:

This project is subject to both WA State and Federal hourly minimum rates for wages and fringe benefits.

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor. The contractor shall use the wage determinations which are in effect under the Davis-Bacon Act for Public Works Contracts for Heavy Construction within Chelan County at the time of the bid opening date. Federal Wage Determinations are updated and posted at <https://sam.gov/content/wage-determinations>.

The State Prevailing Wage rates incorporated in this contract are applicable to all construction activities associated with this contract and in effect for Chelan County at the time of Bid Opening. Wage Determinations, prevailing wage rates, and benefit key codes established by the State of Washington's Department of Labor and Industries are posted and updated at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.

### **1-07.9(5) Required Documents**

*(January 3, 2020 APWA GSP)*

Delete this section and replace it with the following:

#### **General**

All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Contracting Agency and the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

#### **Intent and Affidavits**

On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Contracting Agency the following for themselves and for each firm covered under RCW 39.12 that will or has provided Work and materials for the Contract:

1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form number F700-029-000. The Contracting Agency will make no payment under this Contract until this statement has been approved by State L&I and reviewed by the Engineer.
2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Contracting Agency. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

The Contractor is responsible for requesting these forms from State L&I and for paying any fees required by State L&I.

#### **Certified Payrolls**

Certified payrolls are required to be submitted by the Contractor for themselves, all Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly on all Federal-aid projects and no

less than monthly on State funded projects. Certified Payroll Reports (CPR's) are required to be submitted for review by the Contracting Agency prior to payment of any applicable invoices.

### **Penalties for Noncompliance**

The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines, any or all payments may be withheld until compliance is achieved. In addition, failure to provide these payrolls may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

### **1-07.11 Requirements for Nondiscrimination**

*(October 1, 2020 APWA GSP, Option A)*

Supplement this section with the following:

#### **Disadvantaged Business Enterprise Participation**

No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.

#### **DBE Goals**

No DBE goals have been assigned as part of this Contract.

#### **Affirmative Efforts to Solicit DBE Participation**

The Contractor shall not discriminate on the grounds of race, color, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. DBE firms shall have an equal opportunity to compete for subcontracts in which the Contractor enters into pursuant to this Contract.

### **1-07.13 Contractors' Responsibility for Work**

*(August 6, 2001)*

Section 1-07.13(4) is revised to read

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

### **1-07.15 Temporary Water Pollution Prevention**

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

Section 1-07.15(1) is supplemented with the following:

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

The Contractor shall address the following items in the SPCC Plan in addition to the other requirements of Section 1-07.15(1):

#### **Mixing, Transfers, & Storage**

1. All oil, fuel or chemical storage tanks or containers shall be diked and located on impervious surfaces so as to prevent spill from escaping.
  2. All liquid products shall be stored and mixed on impervious surfaces in a secure water tight environment and provide containment to handle the maximum volume of liquid products on site at any given time.
  3. Proper security shall be maintained to prevent vandalism.
  4. Drip pans or other protective devices shall be required for all transfer operations.
1. **Spills:** Paint and solvent spills shall be treated as oil spills and shall be prevented from reaching storm drains or other discharges. No cleaning solvents or chemicals used for tool or equipment cleaning may be discharged to the ground or water.
  2. **Maintenance of Equipment:** Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc, shall be checked regularly for drips or leaks and shall be maintained and stored properly to prevent spills into State waters.
  3. **Disposal:** Spilled waste, chemicals or petroleum products shall be transported off site for disposal at a facility approved by the Department of Ecology. The materials shall not be discharged to any sanitary sewer without approval of the local sewer authority.
  4. **Reporting and Cleanup:** The Contractor’s designated person for managing and implementing the SPCC Plan shall report hazardous material spills as follows:
    - A. **Spills into State Water** (including ponds, ditches, seasonally dry streams, and wetlands) shall be reported immediately, call all of the following:
 

National Response Center (800) 424-8802  
 WA State Div. of Emergency Management (800) 258-5990  
 Ecology, Central Regional Office (509) 575-2490
    - B. **Spill to Soil** (Including encounters of pre-existing contamination) shall be reported immediately to the following if threatening to health or environment (i.e., explosive, flammable, toxic vapors, shallow groundwater, nearby creek), otherwise within 90 days: WA State Dept of Ecology, Central Regional Office (509) 575-2490

**1-07.16 Protection and Restoration of Property**

**1-07.16(1) Private/Public Property**

Supplement this Section with the following:

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

The Contractor shall prevent damage to existing asphalt pavement outside the limits of excavation or pavement removal. The Contractor shall utilize steel plates, composite matting, or other similar protective measures to ensure that no damage to existing asphalt pavement outside the limits of excavation occurs due to any activity performed by the Contractor or agents of the Contractor, including but not limited to operation of tracked equipment and staging or handling of construction materials. The Contractor shall be responsible for repairing all such damage at no additional cost to the Contracting Agency.

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

Section 1-07.17 is supplemented with the following:

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

Locations and dimensions for any known existing facilities are shown in the Plans in accordance with available information obtained without uncovering, measuring, or other verification. The Contractor shall verify all utility locations prior to beginning construction; if none are shown on the Plans, the Contractor shall bear responsibility for confirming that no utilities are present.

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project at no additional charge to the Contracting Agency. Any work associated with utilities and similar facilities is incidental to the Contract.

The following addresses and telephone numbers of utility companies or their Contractors that will be

#### **Chelan County Public Utility District**

Chris Moser

(509) 661-4128

[Chris.Moser@chelanpud.org](mailto:Chris.Moser@chelanpud.org)

#### **811- CALL BEFORE YOU DIG**

Dial 811 or 800-424-5555

### **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, 2016 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.

### **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 Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- Natural Systems Design; Project Engineer

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:

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

**1-07.24 Rights of Way**

*(July 23, 2015 APWA GSP)*

Delete this section and replace it with the following:

The Contractor’s construction activities shall be confined within the construction limits shown on the plans, unless arrangements for use of private property are made. 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 Contracting Agency or Engineer.

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 Contracting Agency or Engineer certifies in writing 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 may 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 need 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 Contracting Agency and 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 accomplished to the satisfaction of the property owner. Contractor shall be responsible for all costs to restore the private property to the satisfaction of the property owner. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Contracting Agency and Engineer before the Completion Date will be established.

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

Add the following new section:

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

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

*(October 10, 2008 APWA GSP)* 1-08.0(1)

#### **Preconstruction Conference**

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Contracting Agency, the Project Engineer, applicable permitting agencies 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 meeting 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.

Add the following new section:

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

Except in the case of emergency or unless otherwise approved by the Contracting Agency or Engineer, the normal working hours for the Contract shall be 40 work week hours comprised of any consecutive 10-hour period between 7:00 a.m. and 7:00 p.m. Monday through Friday. No weekend work shall be allowed. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Contracting Agency and Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 3 (three) working days prior to the day(s) the Contractor is requesting to change the hours. Permission to work holidays, or other than the agreed upon normal straight time working hours may be given subject to certain other conditions set forth by the Contracting Agency. These conditions may include but are not limited to:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Contracting Agency and/or Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Contracting Agency and/or Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency and/or Engineer employees when in the opinion of the Contracting Agency and/or Engineer, such work necessitates their presence. )
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time, even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

### **1-08.1 Subcontracting**

*(May 30, 2019 APWA GSP, Option B)*

Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify..."

### **1-08.3(2)A Type A Progress Schedule**

*(March 13, 2012 APWA GSP)*

Revise this section to read:

The Contractor shall submit a Type A Progress Schedule prior to the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Contracting Agency and Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections.

**1-08.4 Prosecution of Work**

Delete this section and replace it with the following:

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

**1-08.4 Notice to Proceed and Prosecution of Work**

*(July 23, 2015 APWA GSP)*

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Contracting Agency or Engineer. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Contract Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

**1-08.5 Time for Completion**

Section 1-08.5 is supplemented with the following:

All work below OHWM and in-water work shall be complete between the dates of July 1<sup>st</sup> and October 18<sup>th</sup>, 2024 and the project shall be substantially complete by October 31<sup>st</sup>, 2024. Final project start date shall be determined by the issuance of the Notice to Proceed, which shall be delivered to the contractor upon acceptance of all Contractual and Plan submittals.

The project area is located in Fire Shutdown Zone 675 Partial hoot owl, Partial shutdown, and General Shutdown may come into effect during the performance period of this contract. For a summary of Industrial Fire Precaution Levels visit: <https://www.dnr.wa.gov/ifpl>. No payment shall be made for standby time or delays resulting from weather, natural disasters or other acts of God, including Industrial Fire Precaution Level work restrictions. Overall Performance Period may be extended to reflect delays from natural disasters. It is the sole responsibility of the Contractor to comply with all applicable IFPL and/or fire suppression requirements and/or restrictions set in place.

*(January 19, 2022 APWA GSP, Option B)*

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a

statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract.

Revise the sixth paragraph to read:

The Contracting Agency or Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a. Certified Payrolls (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents
  - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d. Final Contract Voucher Certification
  - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
  - f. If applicable, a copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
  - g. Property owner releases per Section 1-07.24

### **1-08.9 Liquidated Damages**

*(March 3, 2021 APWA GSP, Option B)*

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Contracting Agency or Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

#### **Liquidated Damages Formula**

$$LD=0.15C/T$$

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

## **1-09 MEASUREMENT AND PAYMENT**

### **1-09.7 Mobilization**

Section 1-09.7 is supplemented with:

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

The Contractor is advised that mobilization of equipment and materials to the project site requires use of unpaved Forest Service roads and crossing a bridge with loading restrictions. The Contractor shall be responsible for familiarizing themselves with the state of the unpaved roads as well as the load ratings and, if necessary, coordinating with the Forest Service to obtain any necessary overload permits prior to mobilization to the site. The Forest Service has indicated that loads of 28 tons and 45 tons are allowable with an overload permit for Type 3 and Type 3S2 vehicles, respectively. All costs associated with coordination, documentation, and any necessary special accommodations for importing equipment and materials to the project site shall be made incidental to the bid item "Mobilization".

### **1-09.9 Payments**

*(January 19, 2022 APWA GSP)*

Section 1-09.9 is revised to read:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.



The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

Failure to perform any of the obligations under the Contract by the Contractor may be decreed by the Contracting Agency to be adequate reason for withholding any payments until compliance is achieved.

Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor's certification on the Final Contract Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required for completion and final acceptance of the Contract, the Contracting Agency reserves the right to establish a Completion Date (for the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal

notification of the impending establishment of a Completion Date and unilateral final acceptance will be provided by email with delivery confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30-calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract. Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

### **1-09.11 Disputes and Claims**

#### **1-09.11(3) Time Limitation and Jurisdiction**

*(November 30, 2018 APWA GSP)*

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

### **1-09.13 Claims Resolution**

#### **1-09.13(3) Claims \$250,000 or Less**

*(October 1, 2005 APWA GSP)*

Delete this section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

#### **1-09.13(3)A Administration of Arbitration**

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

#### **1-09.13(4) Venue for Litigation**

(January 19, 2022 APWA GSP)

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

### **1-10 TEMPORARY TRAFFIC CONTROL**

#### **1-10.1(1) General**

Section 1-10.1(1) is supplemented with the following:

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

Temporary traffic control may be required during mobilization, demobilization, and delivery of materials to the project site. The Contractor shall review road conditions and site access to determine if traffic control will be required for any of the Work covered by this Contract and shall follow the permit conditions in the WSDOT General Permit for this project if needed. The determination of when to use temporary traffic control and how to accomplish temporary traffic control shall be the responsibility of the Contractor's. The Contractor shall bear the responsibility of determining appropriate temporary traffic control measures which allow safe completion of the Work. The Contractor shall be responsible to implement temporary traffic control as necessary to meet permit requirements and provide safe working conditions and driving conditions for all peoples. Any traffic control measures utilized for this project shall be conducted in such a way that the abutting public roadways remain open to travel at all times. If traffic on any public roadway will be disrupted due to construction activities, the Contractor shall develop a Traffic Control Plan, and obtain any required authorization from the jurisdictional authority of the road system.

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by a TCOC approved training provider, a list of which can be found here. <https://wsdot.wa.gov/travel/traffic-safety-methods/work-zone-safety>

### 1-10.2(2) Traffic Control Plans

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

No traffic control plan is shown in the Plans. The determination of when to use temporary traffic control and how to accomplish temporary traffic control shall be the responsibility of the Contractor. The Contractor shall be responsible to implement temporary traffic control as necessary to meet permit requirements and provide safe working conditions and driving conditions, as described in the Standard Specifications. If traffic on any public roadway will be disrupted due to construction activities, the Contractor shall develop a Traffic Control Plan, and obtain any required authorization from the jurisdictional authority of the road system.

The Contractor shall submit Type 3 Working Drawings illustrating all elements of the proposed temporary traffic control plan for review and approval by the Engineer.

The Engineer or Contracting Agency retains the right to stop all Work and require immediate implementation of corrective measures if they determine at any time that Work is being conducted in a manner that is unsafe to the traveling public. Such corrective measures shall be implemented immediately at no cost to the Contracting Agency.

### 1-10.2(3) Conformance to Established Standards

(February 3, 2020)

Section 1-10.2(3) is revised to read:

Flagging, signs, and all other traffic control devices and procedures furnished or provided shall conform to the standards established in the latest WSDOT adopted edition (in accordance with WAC 468-95) of the MUTCD, published by the U.S. Department of Transportation, and the 2005 draft version of the Public Rights-of-Way Accessibility Guidelines (PROWAG): <https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/background/revised-draft-guidelines>. Judgment of the quality of devices furnished will be based upon Quality Guidelines for Temporary Traffic Control Devices, published by the American Traffic Safety Services Association. Copies of the MUTCD and Quality Guidelines for Temporary Control Devices may be purchased from the American Traffic Safety Services Association, 15 Riverside Parkway, Suite 100, Fredericksburg, VA 22406-1022.

In addition to the standards of the MUTCD described above, the Contracting Agency enforces crashworthiness requirements for most work zone devices. The AASHTO Manual for Assessing Safety Hardware (MASH) has superseded the National Cooperative Highway Research Project (NCHRP) Report 350 as the established requirements for crash testing. Temporary traffic control devices manufactured after December 31, 2019 shall be compliant with the 2016 edition of the Manual for Assessing Safety Hardware (MASH 16) crash test requirements, as determined by the Contracting Agency, except as follows:

1. In situations where a MASH 16 compliant traffic control device does not exist and there are no available traffic control devices that were manufactured on or before December 31, 2019, then a traffic control device manufactured after December 31, 2019 that is compliant with either NCHRP 350 or the 2009 edition of the Manual for Assessing Safety Hardware (MASH 09) is allowed for use with approval of the Engineer.
2. Temporary traffic control devices that were manufactured on or before December 31, 2019, and were successfully tested to National Cooperative Highway Research Program (NCHRP) Report

350 or MASH 09 may continue to be used on WSDOT projects throughout their normal service life.

3. Small and lightweight channelizing and delineating devices, including cones, tubular markers, flexible delineator posts, and plastic drums, shall meet the requirements of either NCHRP 350, MASH 09, or MASH 16, as determined by the manufacturer of the device.
4. A determination of crashworthiness for acceptance of trailer-mounted devices such as arrow displays, temporary traffic signals, area lighting supports, and portable changeable message signs is currently not required.

The condition of signs and traffic control devices shall be acceptable or marginal as defined in the book Quality Guidelines for Temporary Traffic Control Devices, and will be accepted based on a visual inspection by the Engineer. The Engineer's decision on the condition of a sign or traffic control device shall be final. A sign or traffic control device determined to be unacceptable shall be removed from the project and replaced within 12 hours of notification.

### **1-10.4 Measurement**

Section 1-10.4(1) through 1-10.4(4) are deleted and replaced with the following:

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

No independent bid item for Temporary Traffic Control is included in the bid schedule and therefore no separate measurement applies. Should it be determined that traffic control measures are necessary, all costs associated with developing and implementing and appropriate traffic control plan shall become incidental to other bid items in the project and the responsibility of the Contractor.

### **1-10.5 Payment**

Sections 1-10.5(1) through 10.5(4) are deleted and replaced with the following:

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

No individual payment shall be made for any costs associated with designing, implementing, maintaining and decommissioning Contractor identified or Engineer required Temporary Traffic Control Measures; these costs are incidental to the project and no separate payment will be made.

## DIVISION 2 EARTHWORK

### 2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

#### 2-01.1 Description

Section 2-01.1 is revised as follows:

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

The Contractor shall clear within the locations identified on the Contract Plans. Vegetation shall be cleared as close to the groundline as practical but no grubbing shall occur. This Work includes protecting from harm all trees, bushes, shrubs, or other objects selected to remain outside of identified clearing areas and earthwork areas.

“Clearing” means removing and disposing of all unwanted material from the surface, such as trees, brush, down timber, or other natural material.

“Grubbing” means removing and disposing of all unwanted vegetative matter from underground, such as sod, stumps, roots, buried logs, or other debris.

“Debris” means all unusable natural material produced by clearing and grubbing.

#### 2-01.2 Disposal of Usable Material and Debris

Section 2-01.2 is revised to read:

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

##### **2-01.2(1) Disposal Method No. 1 – Open Burning**

This section is deleted and replaced with the following:

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

Open burning is prohibited.

##### **2-01.2(2) Disposal Method No. 2 – Waste Site**

This section is supplemented with the following:

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

All debris and cleared material containing plant species listed as noxious weeds by the Washington State Noxious Weed Control Board shall be hauled to an offsite waste site. The disposal site shall meet all applicable local, state, and federal regulations.

##### **2-01.2(3) Disposal Method No. 3 – Chipping**

This section is supplemented with the following:

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

Material shall only be chipped with prior approval of the Contracting Officer. Plant species listed as noxious weeds by the Washington State Noxious Weed Control Board may not be chipped.

Add the following new sections:

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

**2-01.2(4)      *Disposal Method No. 4 – Inclusion in ELJs***

All native vegetation debris suitable for reuse, as determined by the Contracting Officer, shall be incorporated into the ELJs as either racking material or slash as directed by the Contracting Officer. Plant species listed as noxious weeds by the Washington State Noxious Weed Control Board may not be included in ELJs.

**2-01.2(5)      *Disposal Method No. 5 – Lop and Scatter***

Cut limbs, branches, tree tops, and unwanted boles into lengths suitable for handling by hand. Cuts shall be made with hand tools (loppers, hand saw, etc.) or small equipment (sawzall, small chainsaw, etc.) approved by the Contracting Officer. Once cut to an acceptable length, the material shall be spread evenly by hand to a depth no greater than 6-inches. Areas where lop and scatter is an acceptable form of disposal include decommissioned temporary access roads, spoils areas, and other areas identified by the Contracting Officer.

**2-01.2(6)      *Disposal Method No. 6 – Track-Walking***

Track-walking for disposal of cleared material may be accomplished by crushing shrubs and young trees in situ, such that the roots remain in place and may resprout or by first cutting limbs, branches, tree tops and unwanted boles into lengths no longer than 4-feet using hand tools or small equipment approved by the Contracting Officer. Once cut to an acceptable length, the material shall be placed in an area identified by the Contracting Officer, in a layer no thicker than 6-inches. Following placement, the Contractor shall incorporate the placed material into the ground by track-walking it (making several passes with tracked equipment over the placed material) into finished ground.

**2-01.2(7)      *Disposal Method No. 7 – Floodplain Placement***

When removal of mature trees greater than 50-feet in length is required for pilot channel excavation the trees may be wholly or partially disposed of by placing them on the adjacent floodplain at a location and orientation determined by the Contracting Officer. When this disposal method is used, trees shall be left intact unless handling and manipulating the whole tree is not possible. Handle and place whole trees carefully such that damage to the tree and other existing vegetation is minimized.

**2-01.3 Construction Requirements**

**2-01.3(1) Clearing**

Section 2-01.3(1) is revised to read:

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

This section is supplemented with the following:

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

8. Stake and flag all areas of clearing at least 3 business days prior to construction. The Contractor shall inform the Contracting Officer when the flagging is installed. The Contracting Officer will inspect proposed clearing areas.
9. Clearly flag or otherwise identify all trees greater than 6-inches in diameter which and are proposed to be removed. Do not clear vegetation greater than 6-inches in diameter without approval from the Contracting Officer.
10. Tip existing trees greater than 6-inches that have been approved for removal by the Contracting Officer. If tipping is not possible, fell trees to preserve as much of the tree in tact as possible.
11. Clearly flag or otherwise identify all branches proposed to be trimmed to allow for equipment access or material transport. Neatly cut all limbs or branches approved for removal close to the tree trunk.
12. Use selective clearing methods to clear areas where invasive species, noxious weeds, or other unwanted vegetation exists, or where clearing is required to occur near vegetation to be preserved or salvaged. Selective clearing methods consist of lightweight hand or hand-held equipment to prevent damage to roots of existing vegetation, compaction of the soil, or spreading of seed or pollen from invasive species.

### **2-01.3(2) Grubbing**

This section is supplemented with the following:

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

Removal of shrubs, bushes, trees and grasses less than 20-feet in height shall not be grubbed. When removal of trees greater than 20-feet in height is necessary, the Contractor shall grub the tree roots to preserve as much of the root ball in tact as possible; grubbing rootwads may require selective excavation to expose roots.

### **2-01.4 Measurement**

Delete this section.

### **2-01.5 Payment**

This section is revised to read:

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

Clearing and grubbing as defined in this section shall be performed as necessary to complete the Work and the cost of all clearing and grubbing activities shall become incidental to other bid items.

### **2-05 VACANT**

Section 2-05 is replaced with the following:

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



## **2-05 FLOODPLAIN EXCAVATION**

### **2-05.1 Description**

This Work includes, regardless of the nature or type of materials encountered, excavation and grading of floodplain features, as well as hauling, temporary stockpiling, or otherwise preserving all excavated materials for use in other Work as required in the Plans. All Work described here shall conform to the alignments, grades, and cross-sections shown in the Plans or established by the Contracting Officer.

### **2-05.3 Construction Requirements**

Floodplain Excavation includes excavation of native material and grading as necessary to form the floodplain to the lines and grades shown in the Plans. Excavation may be to final grade where no placement of specified material is required.

The Contractor shall perform all grading necessary to prepare the floodplain such that the finished ground is constructed to the elevations and grades shown on the Plans. The Contractor shall allow for inspection and approval of the prepared section of channel prior to removing any necessary site isolation measures.

#### ***2-05.3(1) Construction Stakeout***

Prior to conducting any earthwork in the floodplain footprint, the Contractor shall clearly stake the excavation limits, depths, and offsets of intermediate break lines at regular intervals to clearly define the lines and grades of the finished floodplain.

The Engineer shall be allowed 3 days to review the staked limits and may make minor adjustments to the staking based on site conditions. The Contractor shall be responsible for developing stakeout points for the finished grade; the Contractor shall be responsible for generating and staking out sufficient offset stakes necessary to allow for ready inspection of the Work. Digital data are available for the finished floodplain to aid in generation of stakeout points. If digital data are not utilized by the Contractor, the Engineer will provide an elevation benchmark and clearly identify the upstream and downstream limits of excavation and the Contractor shall be responsible for establishing intermediate stakeout points using the marks provided.

#### ***2-05.3(2) Floodplain Excavation***

The Contractor shall excavate to the lines and grades shown on the Plans, or as staked in the field if field adjustments are made by the Contracting Officer or Engineer. Any excavation within the actively flowing channel will require isolation and fish removal prior to performing the excavation. Finish grade of the floodplain shall be within  $\pm 0.2$  feet vertically of the elevations staked in the field. The Contracting Officer will review finished grading for approval.

The Contractor is advised that groundwater elevations within the excavation area fluctuate seasonally. Groundwater may be encountered while performing floodplain excavation. Any Work associated with managing ground water while performing floodplain excavation shall be considered incidental to this Work. The Contractor shall be prepared to encounter and handle groundwater in a manner that allows for the Work to be completed and inspected while complying with all project permits.

#### ***2-05.3(3) Disposal of Excavated Material***

The Contractor shall preserve for reuse all excavated material. Excavated material shall be used selectively as backfill on Engineered Log Jams, for fill on other earthwork components of the project,

or as fill for road obliteration. The Contractor shall generally sort and stockpile excavated material based on size class (e.g., sand, gravels, cobbles, boulders).

#### **2-05.4 Measurement**

“Floodplain Excavation” will be measured by the cubic yard in the position it occupied prior to excavation as determined at the time construction stakeout occurs. An estimate of quantities has been prepared based on available data. Should the Contractor elect to verify or update quantities, all such Work shall be performed at no additional cost to the Contracting Agency. Requests for modifications to quantities shall be based on survey data provided by the Contractor and verified by the Engineer; a record of load tickets of material transported or similar measures will not be considered valid survey data.

#### **2-05.5 Payment**

Payment for “Floodplain Excavation” shall be made at the unit Contract price offered in the Proposal and includes all costs to perform the excavation, sort, load, haul, and if necessary, temporarily stockpile all excavated material necessary to complete floodplain excavation, and all associated incidental Work.

#### **2-08 VACANT**

Section 2-08 is replaced with the following:

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

#### **2-08 ROAD DECOMMISSIONING**

##### **2-08.1 Description**

This Work consists of the reclamation of roadways by grading to remove the road prism to create a roughened surface which blends with adjacent topography.

##### **2-08.2 Materials**

Materials shall meet the requirements of the following sections:

Slash 8-26.2(1)C

##### **2-08.3 Construction Requirements**

The Contractor shall decommission the existing road using the type of decommissioning specified in the Plans unless otherwise directed by the Contracting Officer. The Contractor shall be responsible for determining an appropriate sequence of Work to allow for all road decommissioning and other Work to be completed. The Contracting Officer will verify and clearly identify the limits of road decommissioning for each type in the field.

##### ***2-08.3(1) Type 1 Road Decommissioning***

For Type 1 road decommissioning, fill ditches and restore the roadway to approximate original ground contour or shape to blend with terrain. Before placing embankment, loosen the roadbed by ripping or scarifying to a depth of eighteen (18) inches. Pull all embankments and apply the material to contour or fill ditches; or haul it to other Work areas. Remove all existing culverts and drainage

structures. Place slash across the obliterated roadway upon completion of ripping and regrading. Keep excavated material within the original roadway limits unless otherwise shown on the Plans. Recontour the roadway in a fashion that allows for natural runoff to pass over the obliterated surface by matching grade on the upslope and downslope side of the roadway extents and appropriately grading in between.

**2-08.3(2) Type 2 Road Decommissioning**

For Type 2 road decommissioning, outslope the roadway to drain water. Fill ditches by pulling the fill shoulder toward the cutbank to outslope the roadbed by sipping or scarifying to a depth of eighteen (18 ) inches. Outslope the obliterated roadway 5-20% greater than the existing road grade; the Contracting Officer may agree to a lesser or greater outslope if conditions warrant. Any berms remaining along the upper or lower edges of the work zone shall be blended with the surrounding terrain. Place slash across the obliterated roadway upon completion of ripping and regrading. Keep excavated material within the original roadway limits unless otherwise shown on the Plans. Recontour the roadway in a fashion that allows for natural runoff to pass over the obliterated surface by matching grade on the upslope and downslope side of the roadway extents and appropriately grading in between.

**2-08.4 Measurement**

Road decommissioning will be measured by the lineal foot of road decommissioning completed as measured along the centerline of the existing road. An estimate of quantities has been prepared based on available data. Should the Contractor elect to verify or update quantities, all such Work shall be performed at no additional cost to the Contracting Agency. Requests for modifications to quantities shall be based on data provided by the Contractor and verified by the Engineer.

**2-08.5 Payment**

Payment for “Road Decommissioning Type \_\_\_\_” shall be made at the unit Contract price offered in the Proposal and includes all costs to perform the grading, including any necessary sorting, loading, hauling, and if necessary, temporarily stockpile material necessary for road decommissioning as described in these Special Provisions. Payment also includes all costs associated with scarifying as necessary, blending topography to provide positive drainage and match existing grade, as well as furnishing and placing slash material on the decommissioned road surface.

**2-10 VACANT**

Section 2-10 is replaced with the following:

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

**2-10 STREAM GRADING**

**2-10.1 Description**

This Work consists of the reclamation of original stream channels by filling avulsion pathways which currently convey flow down an unnatural path.

**2-10.2 Materials**

Materials shall meet the requirements of the following sections:

Slash	8-26.2(1)C
Streambed Cobbles	9-03.11(4)
Streambed Boulders	9-03.11(5)
Common Borrow	9-03.14(3)

All materials for stream grading may be generated on-site from other Work. If import of material is required, the Contractor shall be responsible for furnishing the necessary material(s).

### **2-10.3 Construction Requirements**

#### **2-10.3(1) Construction Stakeout**

Prior to conducting any earthwork for stream grading, the Contractor shall clearly stake the excavation limits, depths, and offsets of intermediate break lines at regular intervals to clearly define the lines and grades of the finished surface.

The Engineer shall be allowed 3 days to review the staked limits and may make minor adjustments to the staking based on site conditions. The Contractor shall be responsible for developing stakeout points for the finished grade; the Contractor shall be responsible for generating and staking out sufficient offset stakes necessary to allow for ready inspection of the Work. Digital data are available for the finished floodplain to aid in generation of stakeout points. If digital data are not utilized by the Contractor, the Engineer will provide an elevation benchmark and clearly identify the upstream and downstream limits of earthwork and the Contractor shall be responsible for establishing intermediate stakeout points using the marks provided.

#### **2-10.3(2) Stream Grading**

The Contractor shall fill portions of the existing channel where the creek has abandoned its natural flowpath and is currently occupying the roadway (avulsion channels). Fill avulsion channels with common borrow generated through other Work.

Fill shall be placed in lifts not exceeding 12-inches and compacted to the maximum extent practicable by tracking-walking if topography allows, or with the bucket of an excavator if topography does not allow track-walking. Compaction will not be measured, but suitable compaction will be determined in the field by the Contracting Officer. A compacted lift shall be firm and unyielding.

For the upper most lift in avulsion channels, mix slash with common borrow at a rate of approximately 25% by volume. The upper lift shall match the top of bank within the existing avulsion channel. Once the upper lift has been completed, decommission the portion of the existing road which the avulsion channel occupied using either Type 1 or Type 2 road decommissioning depending on adjacent terrain as described in Section 2-08.3.

All fill and grading for stream grading shall be performed within an isolated and dewatered work area. The Contractor shall install diversions, cofferdams, and/or pumps to dewater the existing avulsion channel prior to filling it.

If streambed boulders or streambed cobbles are specified as part of the fill, the Contractor shall furnish the specified materials and place them at the locations, extents, and elevations shown on the Plans. When streambed boulders or streambed cobbles are specified, they shall be placed and then sealed with common borrow and compacted to produce a fill resistant to groundwater flow. Common borrow shall be washed in to aid in sealing a lift.

For the purposes of bidding, estimated quantities of materials for each lump sum stream grading bid item included in the Plans are shown below:

Reach 3 Grading	420 cubic yards common borrow
Reach 3 Grading	40 tons Type 2 streambed boulders
Reach 3 Grading	40 tons Type 3 streambed boulders
Reach 3 Grading	20 tons 8" streambed cobbles
Reach 11 Grading	175 cubic yards common borrow

The Contractor should anticipate the availability of common borrow generated from other Work areas for use in Reach 3 and/or Reach 11 Grading. This material may be generated as close to the final placement location as possible, but will not be available at the placement area. Hauling of material from the source area to the placement area is incidental to each bid item. The amount of onsite material available for use is unknown. Any additional material needed to complete the reach grading bid items beyond that available onsite will need to be imported. Any import of additional material is incidental to this bid item.

#### **2-10.4 Measurement**

No unit of measure shall apply to the lump sum bid item "Reach \_\_\_\_ Grading".

#### **2-10.5 Payment**

Payment for the lump sum bid item "Reach 3 Grading" shall be full pay for all labor, equipment, and material necessary for filling the avulsion path in Site 3 shown in the Plans. This includes transport and placement of material generated onsite as well as any import of offsite materials.

Payment for the lump sum bid item "Reach 11 Grading" shall be full pay for all labor, equipment, and material necessary for filling the avulsion path in Site 3 shown in the Plans. This includes transport and placement of material generated onsite as well as any import of offsite materials.

## **DIVISION 8 MISCELLANEOUS CONSTRUCTION**

### **8-01            EROSION CONTROL AND WATER POLLUTION CONTROL**

#### **8-01.1 Description**

This section is supplemented with the following:

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

This Work shall include installing Temporary Erosion and Sediment Control (TESC) Measures that include Best Management Practices (BMPs) necessary to control sediment, whether shown on the Plans or not, in accordance with these Special Provisions, and all federal, state, and local regulations and permit requirements. The Contractor shall be responsible for all TESC measures during construction and until the Notice of Termination is issued to meet all federal, state, local and permit requirements. Furthermore, the Contractor shall utilize BMPs to prevent invasive species transport to and from the project site as directed by the Contracting Officer.

#### **8-01.3 Construction Requirements**

##### ***8-01.3(1)        General***

##### **8-01.3(1)C      Water Management**

##### **8-01.3(1)C1 Disposal of Dewatering Water**

This section is deleted. See Section 8-31.

### **8-02            ROADSIDE RESTORATION**

#### **8-02.1 Description**

This section is supplemented with the following:

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

This Work shall include installing seed and certified weed-free mulch in all disturbed areas as indicated on the Plans to stabilize exposed soils.

#### **8-02.2            Materials**

Straw                    9-14.5(1)

#### **8-02.3            Construction Requirements**

##### ***8-02.3(11)      Mulch***

Supplement this section with the following:

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

Certified weed-free straw mulch shall be applied following application of seed at a rate of 2,000 pounds per acre.

#### **8-02.3(6)B Fertilizers**

This section is deleted in its entirety and replaced with the following:

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

Chemical fertilizers shall not be used.

#### **8-02.3(9) Seeding, Fertilizing, and Mulching**

##### **8-02.3(9)B Seeding and Fertilizing**

Supplement this section with the following:

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

Seeding areas shall contain slash and woody debris as described in Section 8-26.2(1)C. Slash and woody debris shall be placed prior to seeding. Any seeding areas that have become compacted prior to seeding shall be scarified to a depth of 2 inches by acceptable means prior to seeding.

All bags of seed shall be brought to the site sealed and shall have seed labels attached showing the seed meets the species and quantities shown on the Plans. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be accepted. For all seed, the Contractor shall furnish written evidence to the Contracting Officer that seed mix has been contracted or procured and meets the requirements of the Plans and Special Provisions. All substitutions must be approved by the Contracting Officer.

Seed shall be placed at the rate and mix specified in the Plans. Seeds shall not contain weed seeds listed as secondary noxious by Washington State Seed Law single or collective in excess of the labeling tolerance specified by the Washington State Seed Law. No fertilizer shall be included in the seed mixes or mulch.

#### **8-02.4 Measurement**

Measurement for “Seeding and Mulching” shall be per acre.

#### **8-02.5 Payment**

Payment will be made for each of the following bid items that are included in the proposal:

“Seeding and Mulching”, per acre.

The Contract price for “Seeding and Mulching” shall be full payment for all materials, equipment, and labor required for obtaining, transporting, and placing materials to fully seed and mulch all seeding areas as described in the Plans.

**8-19 VACANT**

Section 8-19 is replaced with the following:

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

**8-19 TEMPORARY ACCESS AND STAGING****8-19.1 Description**

The Contractor shall construct, maintain, decommission, remove, and cleanup temporary access roads, temporary stream crossings, and staging areas, as shown on the Plans and described in these special provisions including establishing access over flowing channel(s) on the project site where shown on the Plans. This work may include removal and reinstallation of existing gates and fences.

**8-19.2 Materials**

Bark or Woodchip Mulch	9-14.5(3)
Maintenance Rock	9-03.9(4)

***8-19.2(1) Temporary Bridge***

The Contractor shall be responsible for designing and furnishing temporary bridge systems as shown on the Plans. Temporary bridges shall support all necessary equipment required to complete the Work shown. The low chord of Type 2 temporary bridges shall be a minimum of 1 foot above the estimated highest water surface elevation the bridge will experience. Review the HPA for the project for additional requirements. Materials required to construct temporary bridges shall be as specified in the approved Working Drawings submitted by the Contractor.

**8-19.3 Construction Requirements*****8-19.3(1) Submittals***

The Contractor shall prepare and submit for review and approval the following submittals prior to mobilizing to the project site:

**Temporary Staging Area Plan**

The Contractor shall develop Type 2 Working Drawings indicating any proposed modifications to the location of the Temporary Staging Area(s) shown on the Plans as well as any temporary fencing or other means of preventing unwanted access to the Temporary Staging Area(s).

**Temporary Bridge Plan**

The Contractor shall develop and submit Type 2 Working Drawings clearly identifying the proposed temporary bridge systems and all subcomponents to be utilized. The drawings shall include a comprehensive list of all materials to be used for construction of the temporary bridges designed by the Contractor and a description of the proposed means for assembly and installation of the temporary bridge system.

**Temporary Log Crossing Plan**



The Contractor shall develop and submit Type 2 Working Drawings clearly identifying the proposed approach for constructing temporary log crossings including the number and type of logs to be used and a description of what, if any, decking will be used to allow for wheeled vehicles to utilize temporary log crossings. The drawings shall include a comprehensive list of all materials to be used for construction of the temporary log crossings designed by the Contractor and a description of the proposed means for assembly and installation of temporary log crossings.

### **8-19.3(2) Temporary Access Roads and Staging Areas**

The Contractor shall be responsible for determining and implementing a temporary access and staging plan that allows for completion of the Work. The Contractor shall make use of the existing road adjacent the East Fork Mission Creek to the maximum extent possible, only establishing new temporary access roads or expanding existing roads when necessary.

The existing road may require temporary improvements to allow equipment and vehicle use; the Contractor shall bear the responsibility of examining the project site and the Plans to make a determination of the exact means and methods necessary to establish any necessary temporary improvements and to implement them as described in an approved temporary access and staging plan. If temporary improvements require the placement of any fill below the Ordinary High-Water Mark, all such fill shall be placed within an isolated and dewatered work area. All fill placement for access road improvements shall be removed when no longer necessary unless the fill was placed in accordance with these Special Provisions and is to remain in place as a permanent feature. At least one location between the upper and lower project areas will require site isolation and temporary fill placement to facilitate vehicle and equipment access (approximately 1.1 miles upstream of Reach 1 near station RD 56+00); annotated photos with approximate dimensions for this site have been included in Appendix E for consideration by bidders. When temporary fill is necessary to establish site access the Contractor may choose to import material or utilize material generated on-site for use as temporary fill.

When necessary to establish new temporary access roads or staging areas, install temporary access roads and staging areas as shown in the approved temporary access and staging plan. The Contractor shall make every effort possible to adjust locations of temporary access routes and staging areas shown on the approved temporary access and staging plan to avoid clearing of any trees greater than 6-inches diameter-at-breast-height (DBH) and use existing or previously commissioned roadways whenever possible. All new temporary access roads and staging areas shall be cleared but not grubbed, and materials shall be disposed of per Section 2-01.2.

The Contractor shall remove any portions of existing gates and fences marked on the Plans for removal to establish access to the project site. Additional gates and fences may be removed with written approval of the Contracting Officer. Upon substantial completion, the Contractor shall reinstall or replace in kind any existing gates and fences temporarily removed for completion of the Work. The Contractor shall keep existing gates closed when not in use.

When grading is required to establish temporary site access, grading shall be completed as shown in the Plans with field modifications directed by the Contracting Officer incorporated. When fill is required, utilize High Visibility Silt Fence to prevent placed fill from entering sensitive areas. Whenever practicable, minimize fill on top of existing vegetation. Do not clear in areas where fill will be placed for temporary access roads. Utilize borrow material from any required excavation to establish temporary site access for fill prior to importing any material to establish temporary site access; do not import any material for fill placement to establish temporary site access without written approval from the Contracting Officer.

Grading may be required to establish drivable temporary access roads at areas not shown on the Plans. The Contractor shall be responsible for examining the site and shall be prepared to furnish any necessary

materials, equipment, and labor to establish usable temporary access roads required to complete the Work shown on the Plans. When minor grading is required, no earthwork shall be completed without approval from the Contracting Officer. If rutting or other damage occurs as a direct result of Contractor actions to existing roads outside the project area, the Contractor shall be responsible for implementing restorative actions agreed upon with the Contracting Officer at no additional cost to the Contracting Agency.

**8-19.3(3)                    *Equipment and Vehicle Refueling and Maintenance***

Refueling and maintenance of equipment and vehicles shall be performed as far away as possible from surface waters, wetlands, and other sensitive areas. All refueling and maintenance involving the transportation or transfer of potentially hazardous liquids or materials shall be performed in accordance with preventive measures identified in the SWPPP, TESC, or project permits. When refueling or maintenance involving potentially hazardous liquids or materials within 200 feet of surface waters, wetlands, or other sensitive areas is necessary, the Contractor shall utilize a dry location and shall implement appropriate BMPs (e.g., the use of tarps, absorbent pads, automatic fuel shutoff valves, not topping off, and using a drip pan when refueling) to ensure that all feasible pollution prevention measures are utilized.

**8-19.3(4)                    *Temporary Stream Crossings***

The Contractor shall utilize temporary bridges for all stream crossings in the lower project area (Sites 1 through 3). The Contractor may elect to utilize temporary bridges or temporary log crossings for all stream crossings in the upper project area (Sites 9, 10, and 11).

The Contractor shall develop the type, span, and materials for each bridge and submit Type 2 Working Drawings to the Contracting Officer for each Temporary Bridge. The Contractor may propose alternative locations as part of this submittal provided the alternative locations proposed are allowable under project permits. The Contractor shall receive approval from the Contracting Officer for location, span, type and duration of temporary bridges before installation. Construct each temporary bridge to support the greatest vehicle loads anticipated to cross the structure.

The Contractor shall provide a minimum of 5 working days notice of the intent to install temporary bridges or temporary log crossings. The Contracting Agency will install block nets and perform fish removal at each crossing location. The Contractor shall be responsible for coordinating with the Contracting Agency to ensure that adequate space remains following block net installation and, if necessary, to flag desired block net locations ahead of time. No temporary bridges or temporary log crossings shall be installed prior to block net installation and fish removal.

Temporary bridges and temporary log crossings shall not alter the capacity of the channel such that a rise in water surface or increase in velocity results. The low chord of temporary bridges shall be constructed a minimum of 1 foot above the estimated highest water surface elevation the bridge will experience.

The temporary bridge system may utilize approach ramps constructed from borrow material on-site. Logs and trees used for temporary bridge components shall not be used for ELJ construction.

Each temporary bridge installed shall be inspected daily for defects or flaws which may lead to unsafe conditions. Any flaws or defects discovered shall be corrected immediately at no additional cost to the Contracting Agency.

Throughout the course of performing the Work, the Contracting Agency will monitor weather and flow forecast for the project site. If conditions indicate that weather conditions will lead to high flows which could endanger the temporary bridge(s), the Contractor may require the Contractor to remove one or more temporary bridges. The Contractor shall comply with all such requests and shall reinstall temporary bridges as necessary once high flows have returned to levels which allow for safe inspection and

performance of the Work. Removal and reconstruction of temporary bridges due to high flow concerns shall be paid for in accordance with section 1-04.4.

Once acceptance of all Work relying on a particular temporary bridge or temporary log crossing has been granted, the Contractor shall fully remove all components of the temporary stream crossing including replacement of any borrow material for approach ramps.

#### **8-19.3(3)A Temporary Bridges**

Temporary bridges shall be single or multiple span with each individual span no shorter than 30 feet. The Contractor shall prepare the subgrade, construct abutments or other foundation elements, erect the superstructure, and place the deck in accordance with the approved Working Drawings and within the parameters of the project permits. Each temporary bridge shall be placed such that the low chord of the bridge sits at least 1 foot above the estimated highest water surface elevation the bridge will experience. If Contractor actions are anticipated to increase water surface elevations due to construction or water management activities, the Contractor shall take these impacts on water surface elevations into consideration and shall be responsible for constructing the temporary bridge(s) with adequate freeboard to accommodate said increases in water surface elevations; if adjustments to temporary bridge(s) are necessary to accommodate increases in water surface elevations as a result of Contractor activities these shall not be considered grounds for cost adjustments. Abutments shall be placed outside the toe of each bank whenever possible; if placement of abutments within the channel is required, the Contractor shall construct site isolations around each abutment to be placed in the channel and allow the Contracting Agency to perform fish removal prior to placing abutments. Any fill used for temporary approach ramps shall be placed outside the bed of the active channel with appropriate erosion control BMPs installed as necessary to prevent temporary fill from entering the bed of the channel. Intermediate piers shall be placed in a manner that limits the need for additional scour protection. The purpose of installing temporary bridges is to minimize equipment and vehicle traffic on the streambed; as such, the Contractor shall make every effort possible to minimize the number of trips across the channel for temporary bridge installation and removal.

#### **8-19.3(3)B Temporary Log Crossings**

Temporary log crossings are intended to be used as a lower cost approach to accessing certain portions of the Work which require crossing the channel while minimizing disturbance to the channel bed. The Contractor shall place logs, or an acceptable alternative, directly on the channel bed to distribute equipment and vehicle loads and elevate the tracks or tires of equipment used to access the Work area(s).

Temporary log crossings shall be utilized any time the tracks of an excavator or other equipment would otherwise sit on the channel bed. Temporary log crossings shall be constructed by placing logs without rootwads flat on the channel bed parallel to one another with spacing adequate to support the full weight of the equipment utilizing the temporary log crossing without compacting the channel bed. Outside of the channel bed, equipment can track normally as needed to perform the Work shown. Logs for temporary log crossings shall be removed once the temporary crossing is no longer required.

#### **8-19.3(4) Removal and Decommissioning**

Decommission each newly established temporary access road and staging area and remove each temporary stream crossing as it is no longer needed. temporary stream crossings shall removed before the end of the in-water work window.

For any improvements made to established roads outside of the immediate project area used by the Contractor to access the project site, the Contractor shall coordinate with the Contracting Officer regarding the need to remove or restore the improvements. If required by the Contracting Officer, the Contractor shall return all established roads to pre-project conditions.

Thoroughly decompact temporary access roads and staging areas outside the limits of road decommissioning by tilling and/or scarifying unless otherwise directed by the Contracting Officer. Soil to be worked to a depth of 6-inches.

#### **8-19.4 Measurement**

The lump sum Bid item “Temporary Access and Staging” shall not be measured.

#### **8-19.5 Payment**

Payment will be made for each of the following bid items that are included in the proposal:

“Temporary Access and Staging”, lump sum.

The unit lump sum Contract price for “Temporary Access and Staging” shall be full payment for all materials, equipment, and labor required for creating, maintaining, decommissioning, and cleanup of all temporary access roads, vehicle turnarounds, and staging areas inclusive of any required improvements to established roads that will be used by the Contractor and restoration of all said areas as described in this section. All costs associated with furnishing, installing, maintaining, and removing temporary stream crossings necessary to complete the Work shall be made incidental to this bid item.

#### **8-26 VACANT**

Section 8-26 is replaced with the following:

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#### **8-26 ENGINEERED LOGJAM CONSTRUCTION**

##### **8-26.1 Description**

Work under this item shall consist of furnishing all material, labor, tools, and equipment necessary to install Engineered Logjam (ELJ) Structures. ELJ Structures, excavation extents, clearing limits, etc. shall be staked by the Contractor; however, final placement shall be verified and may be adjusted by the Contracting Officer. Stakeout points for final location will be provided and the Contractor shall establish any necessary offsets or expanded control points necessary for ELJ construction based on the stakeout points provided.

Logs shall be arranged, placed, and/or buried as indicated in the Plans or as directed by the Contracting Officer. The Contractor shall anticipate that because of the irregularities of natural logs, field-fit adjustments to individual log placements within the structures will be needed. These adjustments and modifications are expected, and additional payment will not be made for any adjustments in log orientation, depth of burial, length of burial, etc. The Contractor shall not decommission any temporary access routes for a particular location until all ELJ structures relying on said access route have been approved by the Contracting Officer. Costs associated with re-commissioning access to a particular

structure location determined not to meet design specifications are the sole responsibility of the Contractor.

**8-26.2 Materials**

**8-26.2(1) Wood for Engineered Logjam Construction**

**8-26.2(1)A Logs for Engineered Logjam Construction**

All logs for ELJ structures with or without rootwads shall come from coniferous trees harvested on-site with the exception that all logs for ELJ construction in Reach 1 will be provided by the Contracting Agency and stockpiled at the pullout on the NF 7100 road near the downstream end of the project area. When harvested on-site the Contractor shall utilize the entirety of the harvested tree to generate as many viable logs as possible. When logs are generated through processing trees harvested on-site, all limbs, branches, and tops shall be stockpiled to use as slash.

The Contractor may elect to forego furnishing necessary trees and logs through on-site harvest in favor of importing the required logs and trees. All imported woody material shall be free of disease, insect infestation, and rot. Imported logs shall be No. 4 sawmill grade or better in accordance with the Official Rules of the Pacific Rim Log Scaling and Grading Bureau, Inc, Lacey WA. Certification of log grades will not be required but may be done if poor quality logs are encountered. Split trunks are not allowed, any longitudinal cracks in log boles shall not exceed 18 inches in length. Waterlogged logs will not be accepted. All logs shall generally be straight and free of obvious bends, sweeps or curves; logs may have a maximum curvature of up to 0.2 feet per ten feet of length measured as the departure from the prevailing longitudinal axis of the bole to the actual centerline of the bole.

Logs with rootwads shall have a diameter as shown on the Plans, measured as diameter-at-breast height (DBH), and defined as 4.5 feet above ground when the tree was standing. Logs without rootwads shall have a diameter as shown on the Plans and measured at the diameter of the largest cut end. Diameter measurements shall not include bark. Rootwads shall have a diameter that is at least three times the DBH measured from the outer tips of the primary root system, determined as measuring from tip-to-tip through the centerline of the bole from roots which are large enough to support the weight of the log while resting on the ground. The root system of rootwad logs shall be as uniform as possible and at a minimum shall have roots that extend to the full specified diameter in each 90-degree quadrant of the 360-degree rootwad. The length for logs with rootwads shall be measured from the cut end to the point where the primary root system stops.

When full trees are required, the Contractor shall furnish full trees with minimal damage to branches, and a full in-tact rootwad. If trimming is required for transport of full trees, tree tops may be trimmed and select limbing to allow for transport is allowable. Full trees shall have a minimum of 10 branches with a base diameter of 4-inches or greater and a length of at least 6- feet and 10 branches with a base diameter of 2 to 4 inches and a length of at least 4 feet.

A summary of required woody material, including log types, characteristics, and quantities is included in the table below.

Log Type	Minimum Diameter/DBH (in)	Length (ft)	Rootwad (Y/N)	Quantity
RE-3	16	30	Y	72
RE-2	16	20	Y	4
RB-S1	18	4	Y	2

F-3	14	30	N	8
F-2	14	20	N	2
Habitat Tree	18	40 - 60	Y (include branches)	80
Racking	4 to 10	15 to 25	Y/N	220
Slash <sup>1</sup>	1 to 3	2 to 6	N	90 CY

<sup>1</sup>Slash quantities included here are adequate only for ELJ construction and do not include the quantity of slash required as part of road decommissioning.

All wood material (excluding racking and slash) shall be indelibly marked with high visibility spray paint at a minimum of two locations: one on the bole of the log and one at the cut end of the log. Marking shall consist of a stripe of a unique color for each log type. The Contractor shall provide the Contracting Officer with a list of the paint colors used to identify each log type.

**8-26.2(1)B Racking**

Logs used as racking material shall be individual logs with or without rootwads. Racking logs shall be within the length and diameter ranges listed on the Plans and shall meet the requirements described in this section.

The Contractor shall supply racking material with varying diameters. The Contractor shall ensure that racking material diameter varies such that and at least 10 percent and no more than 50 percent of the total number of racking pieces falls within the following categories, when included in the diameter range listed on the Plans:

- 4 – 6 inches
- 6 – 8 inches
- 8 – 10 inches

The length of racking material pieces used for loose racking shall vary such that a minimum of 10 percent and not more than 50 percent of the total number of loose racking pieces falls within the following categories, when included in the length range listed on the Plans:

- 10 – 15 feet
- 15 – 20 feet
- 20 – 25 feet

**8-26.2(1)C Slash**

Slash shall consist of densely compacted vegetative debris including, but not limited to, small trees, blasted or pushed-out stumps, chunks, broken tops, limbs, branches, brush, or saplings generated from harvest or clearing activities within 12 months of delivery to the site. Slash shall be any non-invasive species. Length of individual pieces of slash may vary between 2 – 6 ft, with 50% of the material at a length of 4 feet or longer. Thickness of slash pieces as measured at the butt (larger) end may vary from 1” – 3” diameter, with 60% of the pieces between 2” – 3” diameter as noted in the table below. Slash shall be compacted during installation to ensure that voids no larger than 3” exist within the compacted slash layer. A compacted cubic yard of slash should weigh approximately 550 pounds per cubic yard.

Slash Composition Table	
Distribution	Diameter

40%	1" – 2"
60%	2" – 3"

**8-26.2(2) Mechanical Connections for Engineered Logjams**

**8-26.2(2)A All-thread Bolts**

All-thread bolts shall be all-thread ASTM A307 type A or stronger. Washers for bolted connections shall be 6-inch square washers cut from ¼-inch steel plate. Nuts shall be compatible with threaded rod.

**8-26.3 Construction Requirements**

**8-26.3(1) ELJ Material Harvest, Delivery, and Staging**

The Contractor shall furnish and deliver all logs and woody material required for completion of ELJ structures with the exception that all logs Site 1 will be provided by the Contracting Agency. Log delivery shall be coordinated with the Contracting Officer to allow for inspection and approval of all woody material. All logs shall be clearly marked in a manner which allows for ready determination of log type. The Contractor shall provide the Contracting Officer with a list of the markings used to identify each log type. The Contractor shall stage woody material in separate stockpiles organized by log type. The Contracting Agency reserves the right to reject and require replacement of imported woody material which does not meet the requirements of these Special Provisions. If importing woody material, wood for each season of construction shall be procured in the calendar year that construction is scheduled to take place and staged on site no sooner than June 15th of that year.

A total of up to 30 individual trees may be harvested from the project site per mile. If the Contractor elects to harvest trees from on-site, harvest shall be in accordance with project permits; no trees greater than 25-inches DBH may be harvested. Harvest trees as close to final placement as possible; do not harvest snags and avoid harvesting entire groups of trees. When harvesting trees, excavate a hole with a minimum diameter of at least three times the DBH of the tree to a depth of at least two feet around the base of the tree and tip the tree to avoid damage to other vegetation; the goal is to preserve as much of the root system as possible when harvesting. If necessary, expand and deepen the excavated hole such that the tree can be tipped in a controllable manner. Remove as much soil from the harvested root mass as possible without damaging the harvested tree and root system; fill the hole created for tree harvest with borrow soil and blend it with existing topography. Any trees marked for removal onsite must be approved by the Engineer or Contracting Agency prior to removal.

At all times when logs are being handled, loaded, unloaded, and placed, the Contractor shall exercise care to minimize damage to logs and rootwads. All logs with rootwads shall be handled by grasping the bole of the log; transporting or lifting logs with rootwads by grabbing the rootwads with an excavator bucket or similar equipment shall not be allowed. Similarly, full trees, treetops, and logs with branches shall be handled in a manner that minimizes damage to branches. A log loader with an articulating grapple hook or excavator bucket with an articulating bucket is highly recommended, but not required, for handling and placing logs.

When required to be transported via truck, woody material with branches shall not be overloaded or compressed. This may increase the total number of trips required to transport woody material with branches. The Contractor shall plan on these additional measures, and all costs associated with these measures shall be incidental to other Bid items. Logs, rootwads, and woody material damaged during transport and handling shall be replaced at the Contractor’s expense.

**8-26.3(2) ELJ Structure Construction**

The Contractor shall place specified materials in accordance with design specifications for each ELJ structure. This includes placement of logs, racking material, slash, and mechanical connections. When shown on the Plans, excavate a scour pool to the depths and dimensions shown on the Plans. When excavation is required for scour pool creation or log placement, all excavation shall be performed within an isolated work area and in accordance with all permit requirements. Logs where no mechanical connections are required can vary in their alignment, orientation and spacing as approved by the Contracting Officer. Logs where connections are required shall make contact with the vertical or horizontal members as shown.

Placing woody material as shown on the Plans requires careful manipulation and handling of woody material. While possible to construct ELJ structures using tracked excavators, specialized equipment and/or adaptors such as log loaders, grapples, or articulating buckets and heads can ease constructability and are encouraged. The Contractor shall be responsible for carefully reviewing the Plans and for furnishing and utilizing equipment capable of constructing ELJs as shown on the Plans.

For placing habitat trees, the Contractor shall expect to collaborate with the Contracting Officer in the field to determine a placement which minimizes disturbance to the site while maximizing interaction of the habitat tree with the channel. Minor excavation outside of the wetted channel may be required to ensure the placed tree is adequately exposed to flow. Habitat trees shall be placed such that they are intertwined and entangled with existing trees and other vegetation. Where possible, place trees to resist mobilization in multiple directions.

Construction of ELJ structures is subject to in-water work window requirements and shall only occur within isolated work areas after fish removal has been completed by the Contracting Agency with the exception that the placement of habitat trees may be placed within the actively flowing channel.

**8-26.3(2)A ELJ Construction Plan**

The Contractor shall submit an ELJ Construction Plan in accordance with the requirements of Type 2 Working Drawings and these Specifications.

The ELJ Construction Plan shall provide the following information in the following order:

1. Schedule and Sequence
  - a. Provide a sequence of Work, dates, and durations for when the following will occur in accordance with the in-water work window in the Special Provisions:
    - i. Site preparation at each ELJ site.
    - ii. Temporary Water Diversion Plan (ensure a TWD Plan is submitted per Section 8-31).
    - iii. Excavation for ELJ installation.
    - iv. Log and rock placement and structure assembly.
    - v. Finished grading.



- vi. Removal of TWD, access roads, and rehabilitating the site to natural contour.
  - b. The Contractor shall coordinate with the Contracting Officer regarding anticipated scheduling of ELJ construction with updates to the anticipated schedule provided to the Contracting Officer on a weekly basis.
1. Construction Methods
    - a. List all machinery and the purpose of each piece of machinery used for ELJ construction.
    - b. Describe the number of crews and the sequencing of ELJ construction. Describe how many ELJs will be constructed at once and what activities (e.g., excavation, log placement) will be occurring simultaneously.
  2. Materials
    - a. Provide manufacture spec sheets for all materials, except wood, used in ELJ construction.

#### **8-26.3(2)B Site Preparation**

The area available at each ELJ location for heavy equipment to place ELJ elements is limited, and the Contractor shall consider this when determining appropriate equipment to perform the Work.

The Contractor shall clearly mark with stakes, flagging, or paint all clearing limits and excavation limits at each ELJ site for review and approval by the Contracting Officer. The Contractor may clear vegetation within and adjacent to Work limits as approved by the Contracting Officer. The Contractor shall make every effort to minimize vegetation disturbance and any material cleared as part of the construction process shall be placed in front or within the structure as racking or slash material.

Natural logjams shall be avoided if possible. Any natural logjams or wood debris in Work areas shall be relocated with care to not destroy them. Wood debris and any natural logjams that are relocated are to be either reconstructed following completion of ELJs or incorporated into the ELJs as directed by the Contracting Officer.

#### **8-26.3(2)C Excavation & Cleanup**

No Work for ELJ construction within wetted channels shall occur until the work area has been isolated.

The Contractor shall perform any excavation necessary for ELJ construction. This includes excavating to the structure bottom elevation and any other trenching or grading required to create a safe working area. The Contractor shall determine the necessary side slopes, benching, or shoring of excavation walls to prevent collapsing of excavation walls and to allow dewatering, log placement, and mechanical connections.

The Contractor may elect to excavate either the entire ELJ footprint down to the structure bottom elevation or may elect to excavate the entire ELJ footprint partway down to the structure bottom elevation and then trench or locally excavate additional areas for log placement and mechanical connections. Excavated material shall be temporarily stockpiled adjacent to the ELJ Work area and be protected from erosion or entrainment by streamflow.

Stockpiled material shall be backfilled following placement of logs, racking material, slash, boulders and quarried ballast at the layers specified in the Plans. Backfilled material shall be placed in lifts of not more than 24 inches and compacted with the bucket of an excavator or similar means.

Excess backfill material shall be placed on the downstream side of ELJs or spread as directed by the Contracting Officer. The upper 24 inches of the backfill on the downstream of the ELJ shall be mixed with slash material at approximately 25 percent by volume. Side slopes and grade transitions shall be graded at a smooth taper and vertical slopes or slopes steeper than 2 horizontal to 1 vertical shall not be left in place.

The channel bed surface shall be returned to the pre-project elevation immediately outside of any ELJ structure. Any temporary working pads, platforms, or trenches shall be regraded to the pre-project contours.

#### **8-26.3(2)D Backfill**

Once all logs, boulders, racking material, slash, and mechanical connections have been placed and established as shown on the Plans the Contractor shall backfill the assembled ELJ as shown on the Plans. Material excavated for ELJ construction and work shall be used for backfill. Gravel and cobble shall be used selectively as the initial layers of backfill on the ELJ. Backfill in lifts of approximately 12-18-inches at a time, gradually reducing the median particle size placed as backfill with each lift.

The upper 24-inches of the backfill on the downstream of the ELJ shall be mixed with slash material at approximately 25 percent by volume. Side slopes and grade transitions shall be graded at a smooth taper and vertical slopes or slopes steeper than 2 horizontal to 1 vertical shall not be left in place.

Selectively topdress the finished ELJ with material suitable for planting; this may require sorting of excavated material prior to placement.

#### **8-26.3(3) ELJ Components**

##### **8-26.3(3)C Mechanical Connections**

The Contractor shall make mechanical connections, including cable lashing, chain bindings, and bolted connections when shown on the Plans. The Work area shall be sufficiently dewatered when connections are made so that the Contracting Officer can inspect the connection. Connecting logs shall make contact with the vertical members and/or horizontal members as shown when the connection is completed.

A completed connection shall have no visible slack or sagging of connected members. All loops and wraps shall be neatly dressed, tight, and square to the connected logs. The lashing shall be tight enough that no slack can be detected when manual tension is applied to any portion of the lashing. Remaining tails on lashings shall be removed. Completed connections that do not meet these requirements shall be corrected at no additional cost to the Contracting Agency.

##### **8-26.3(3)C1 Bolted Connections**

Remove bark at the connection points on both logs to be connected. Bolted connections shall be inserted through pre-bored hole no more than 1/16" of an inch greater than the specified diameter of the threaded rod. Nuts shall be tightened using an impact wrench. No more than 2-inches of threaded rod shall extend beyond the nut. After nuts are tightened, the bolt end threads shall be either peened, or physically damaged, such that the threads prevent the passing of the nut, or the nut shall be welded to the bolt to prevent the nut from backing off the bolt.

**8-26.4 Measurement**

Measurement for “ELJ Structure, \_\_\_\_” will be per each ELJ installed.

Measurement for “Habitat Tree” will be per each.

**8-26.5 Payment**

Payment will be made in accordance with Section 1-04.1, for each of the following bid items:

“ELJ Structure, \_\_\_\_”, per each.

When measured per each, the unit contract price paid for “ELJ Structure, \_\_\_\_” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for completing all Work required for installation of the structure as described in the Plans, and these Special Provisions which may include, but is not limited to the following: furnishing or harvesting, hauling, and temporary staging of woody material; hauling, and placement of any additional necessary materials as shown on the project plans, site preparation, excavation and backfill associated with placement of logs, placement of logs, placement of racking material, backfilling the assembled structure to the dimensions shown on the Plans, final grading for a smooth transition, installation of all mechanical connections as shown on the Plans, and other Work that may be needed. No payment shall be made until the Contracting Officer has reviewed and approved a completed ELJ structure. Any deficiencies noted shall be the responsibility of the Contractor and payment will not be released until the noted deficiencies are addressed to the satisfaction of the Contracting Officer.

“Habitat Tree”, per each.

Payment for “Habitat Tree” shall include all costs associated with furnishing or harvesting, hauling, and temporary staging of habitat trees, placing habitat trees based on field conditions including minor excavation outside of the actively flowing channel and entangling placed trees with existing vegetation.

**8-31 TEMPORARY STREAM DIVERSION**

Section 8-31 is deleted and replaced with the following:

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**8-31 TEMPORARY WORK AREA ISOLATION & WORK AREA DEWATERING****8-31.1 Description**

This work consists of designing, furnishing, installing, operating, maintaining, removing, and disposing of measures for isolating construction activities from the surface waters of East Fork Mission Creek and surrounding sensitive areas and dewatering work areas. This also includes local site isolation and dewatering in-stream or upland work areas, and other Work as detailed in these Specifications, the final plans and in accordance with project Permit requirements. Dewatering may occur in conjunction with Temporary Work Area Isolation or as a stand-alone activity for excavations. This includes as necessary the bypassing of flow around the work areas, pumping water out of the isolated work area, installation of any necessary erosion control BMP's and other work as necessary to allow for completion and inspection

of the work while maintaining Water Quality Standards and permit compliance. Except as authorized by project permits, anytime work occurs within the wetted channel, an isolated in-water work area shall be created. Isolated in-water work areas consist of a cofferdam, or other acceptable methods that keeps aquatic species and surface flow in East Fork Mission Creek separated from turbid water in the active work area, and maintains State Water Quality Standards and permit compliance.

### **8-31.2 Materials**

The Contractor shall provide all materials necessary to construct and maintain in-water work area isolations that meet the requirements of this section and applicable permits. They shall also identify the locations and complete the install of high visibility fencing around all sensitive areas as directed by the Contracting Agency or Engineer. All materials shall be detailed in the approved Contractor's Site Isolation Plan. The contracting Agency makes no assurances to the viability of any Contractor selected means of isolation.

#### ***Plastic Sheeting***

Plastic sheeting used in construction of cofferdams or other work-area isolation measures shall have a minimum thickness of 10-mil and shall be wide enough to allow secure anchoring to the channel bed on the upstream and downstream sides of the cofferdam. When "bulk bags" or "sand bags" are used to construct cofferdams they shall meet the following requirements

#### ***Bulk Bags and Sand Bags***

The cofferdam used to stop water from flowing through the project area may use "bulk bags" and/or "sand bags". Bulk bags shall be cube-shaped polypropylene woven fabrics with fully open tops, flat bottoms, four loops for lifting, minimum weight capacity of 2 tons, and 5:1 minimum safety factor. Sand bags shall be made from a woven synthetic material (polypropylene, polyethylene, polyamide, or other approved by the Contracting Agency) that is resistant to tearing.

Bulk bags and/or sand bags may be filled with locally sourced material if available. Bulk bags can be filled to their maximum capacity. Sand bags shall be filled to no more than 2/3 of total capacity. Once filled, sand bags shall be securely tied. Bulk bags do not require secure closure if they securely hold the material with which they have been filled without being tied shut.

#### ***Pumps and Fish Screens***

All pump information shall be included in the Contractor submitted Plan. Dewatering the isolated in-water Work area shall occur at a rate slow enough to allow the Contracting Agency to safely capture and relocate all fish species and other aquatic organisms to avoid stranding, as determined by the Engineer.

All pumps used for dewatering shall have an intake covered with a fish screen, operated, and maintained in accordance with RCW 77.57.010 and RCW 77.57.070. Appropriate fish screens are as follows:

1. Perforated plate: 0.094 inch (maximum opening diameter);
2. Profile bar: 0.069 inch (maximum width opening); or
3. Woven wire: 0.094 inch (maximum opening measured on the diagonal).

The minimum open area for all types of fish screens is twenty-seven percent. The screened intake facility must have enough surface area to ensure that the velocity through the screen is less than 0.4 feet per second. The fish screen must remain in place whenever water is withdrawn until the Contracting Agency Biologists confirm all fish have been removed. At that point, the Contractor may remove the fish screen to finish dewatering the isolated work area.

### **8-31.3 Construction Requirements**

### 8-31.3(1) Definitions

**Temporary Water Diversion** – temporary rerouting of stream flow to facilitate construction. This is an umbrella term encompassing temporary stream diversion, temporary work area isolation, and dewatering.

**Temporary Stream Diversion** – temporarily rerouting the entire flow of a stream or side channel to isolate a channel reach from active flow. A Temporary Stream Diversion may be either a gravity or a pumped system.

**Temporary Work Area Isolation** – using cofferdams or other methods to temporarily isolate a localized work area from active flow without rerouting the entire channel flow.

**Dewatering** – removing groundwater or surface water from an isolated work area using pumps.

**Isolated Work Area** – the area between the upstream and downstream diversion dams of a temporary stream diversion, the area within the outer extents of a cofferdam, or a segmented portion of a surface water which has been separated with block nets.

### 8-31.3(2) General

The work area may be locally dewatered at rate to allow relatively dry construction conditions and to control turbidity. The Contractor shall also prepare and stage any necessary additional materials required to increase the isolation height or width as needed if flow increases dictate that need. Turbid waters shall not be discharged into any portion of any surface waters or wetlands. The Contractor may propose to pump sediment laden water upland for infiltration if such location is preidentified in their submittals, all landowner approvals have been granted and all information has been approved by the Contracting Agency. Neither the Contracting Agency nor the engineer make any assurances or representations on the viability or availability of upland infiltration as a means of construction dewatering/discharge or the levels or velocity of water that may be encountered during construction.

Other methods that provide equal or better isolation or water management and include equal or fewer potential environmental impacts can be requested by the Contractor and will be considered by the Contracting agency and Engineer. Alternative methods can be used if approved; however, if any methods fail to meet the performance requirements of this section, the Contractor shall remove, replace or repair it at no additional cost to the Contracting Agency until the permit provisions and affiliated laws are complied with. Once the work area is isolated, the contracting agency will perform fish salvage within the project in accordance with the project permits.

The Work shall include compliance with Washington State Water Quality Standards in WAC 173-201A, project permits, environmental commitments and these Provisions. The Contractor shall closely coordinate all site isolation related work with the Contracting Agency.

The Contractor shall arrange a meeting with the Contracting Agency prior to implementation of the Site Isolation Plan. At this meeting the Contractor shall explain to the Contracting Agency the Work to be completed for site isolation. The meeting shall be a minimum of 7 calendar days prior to start of site isolation. The plan shall be operational prior to performing any other work below the Ordinary High-Water Mark.

Prior to installing Site isolation measures, the Contractor shall provide the Contracting Agency 5 calendar days to allow the Contracting Agency to safely capture and relocate any fish and other aquatic organisms that become trapped in the isolated work area. No Work within the limits of the Ordinary High-Water

Mark will be allowed prior to installation of site isolation and completion of fish exclusion activities. All work related to fish removal will be performed by the Contracting Agency at no cost to the Contractor.

### **8-31.3(3) Site Isolation**

Prior to beginning work in an actively flowing channel, cofferdams or similar isolation structures shall be installed at or near locations shown on the Contract Plans to isolate the work area from surface flow in the River. If bulk bags or sandbags are used to construct cofferdams, they shall be completely removed upon completion of work in the isolated work area. The bulk bags and sand bags will remain property of the Contractor and shall be removed from the site as part of the work for this bid item. Scour protection shall be provided at the outfall of any dewatering systems to prevent the mobilizing of streambed and embankment sediments.

If pumps are used, pump screens shall comply with the requirements in the permits and these provisions. All pumps and associated equipment (e.g. generators) used for continuous pumping outside of normal working hours shall have a maximum noise level of 70 dB measured at a distance of 50 feet from the equipment. All Site Isolation shall remain within the permitted impact areas as shown in the Plans and shall be constructed to a height sufficient to prevent stream flow from entering the work area.

Streamflow data for the project site are not available. The Department of Ecology operates a continuous stream gage on lower Mission Creek which is indicative of the general seasonality of runoff patterns at the project site but does not provide streamflow estimates for the project location. The Contractor shall be responsible for sizing the in-water-work area isolation appropriately to complete the work. The water surface varies depending on the time of year, and varies from year to year depending on hydrologic conditions of the preceding winter and spring. It is the responsibility of the Contractor to design and implement, monitor, or modify as necessary all site isolation components necessary to ensure a maintained isolated work area during construction.

**Streamflow Data:** <https://apps.ecology.wa.gov/ContinuousFlowAndWQ/StationDetails?sta=45E070>

When necessary, a Temporary Stream Diversion may be either a gravity or a pumped system. Pump screens must comply with the requirements in Section 8-31.3(4). Once a pumped stream diversion begins, the pump must run continuously until it is no longer necessary to bypass flows. At all times of operation, the Contractor's temporary stream diversion(s) shall provide equal flow rates upstream and downstream of the diversion. The Contractor shall have back-up pumps on site and shall provide twenty-four-hour monitoring of the pumping operation. Monitoring can be achieved by providing monitoring personnel on site or by agreement with regulatory agencies through remote sensing and instrumentation to verify operation of the bypass. If the Contractor elects to monitor by remote sensing and instrumentation, a Type 2 Working Drawing shall be submitted outlining how system operation will be monitored, how alerts will be made and how personnel will respond to a diversion system failure. When a temporary stream diversion is located in or near an intertidal zone the temporary stream diversion design shall take tidal influence into consideration.

Dewatering pumps for temporary work area isolations are expected to be operational and isolated work areas kept dry enough to allow completion and inspection of the work during working hours. Pumps may be shut down and water allowed to pool in isolated work areas outside of working hours, provided that doing so does not damage the work, site isolation systems do not overtop, and turbid waters do not enter wetlands or waterbodies.

The Site isolation measures, and temporary water diversion, including water that is retained by the diversion and the dewatering system, shall be located within the permitted impact areas for the project. The diversion dam(s) or coffer dam(s) shall be constructed to a height sufficient to prevent stream flow

from entering the work area(s). Scour protection shall be provided at the outfall of the temporary stream diversion systems and dewatering system to prevent flow re-entering the stream channel from mobilizing streambed and embankment sediments.

Any Bulk bags used for diversion dams and cofferdams shall be filled with rounded alluvial material and may be collected on site (borrow). On site gravel collection locations must be approved in advance by the Contracting Officer and shall be outside of the wetted channel. If sufficient material is not available on-site, import of additional material is the responsibility of the Contractor. Upon removal of the stream isolation, gravels shall be returned to the locations from which they were collected and the area re-graded to pre-project conditions. Bulk bags can be filled to their maximum capacity. Bulk bags do not require secure closure if they securely hold the material with which they have been filled without being tied shut.

The Contractor shall have a contingency plan for each temporary stream diversion to be used in the event of a storm producing streamflow in excess of the design flow requirement, equipment failure, vandalism, or other incident. A complete set of equipment and materials for the contingency system shall be available for each temporary stream diversion. The Contractor shall immediately implement the contingency system when required or specified by the Contracting Officer. The contingency system shall be designed to be fully operational within 2 hours.

Disposal of dewatering water shall be in accordance with the CSWGP, if applicable, and water quality standards in WAC 173-201A. Turbid dewatering water encountered onsite may need to pass through BMPs to reduce turbidity prior to discharge. Turbid dewatering water disposal options may include sheet flow dispersion and infiltration within vegetation onsite, transport in a vehicle for off-site legal disposal, the use of a settling tank, use of a sedimentation bag that discharges to a ditch or swale for small volumes of localized dewatering, or other means.

Outfalls must be located in upland areas that prevent turbid waters from flowing into wetlands or waterbodies. Outfall locations shall be flagged by the Contractor and approved by the Contracting Officer. Scour protection shall be provided at all outfalls to prevent erosion.

If requested by the Contracting Officer, an infiltration pit shall be excavated at the outfall location to manage the volume of dewatering water. The infiltration pit shall be restored to pre-project conditions following the completion of work. The area shall be backfilled and bladed to remove machinery tracks and artificial mounds of material. The ground surface shall be returned to the pre-project elevation immediately outside of the excavation footprint, and the area shall be reseeded.

#### **8-31.3(4) Inspection, Monitoring and Maintenance**

At a minimum, the Contractor shall perform the following activities once per day during normal working days when temporary diversions or isolated work areas are established:

1. Check for and correct leaks;
2. Ensure any coffer dams or fish block nets remain sealed to the channel substrate.
3. If fish block nets are present:
  - A. Inspect fish block net(s) and remove debris;
  - B. Inspect fish block net(s) and all screens and similar facilities for impinged fish; the Contractor shall immediately notify the Contracting Agency when impinged fish are discovered. Removal of impinged fish will be performed by the Contracting Agency.

The Contractor shall maintain a written record of all inspection and maintenance activities; record to be available at the request of the Contracting Officer.

Monitoring can be achieved by providing monitoring personnel on site or through remote sensing and instrumentation to verify operation of the bypass. If the Contractor elects to monitor by remote sensing and instrumentation, a Type 2 Working Drawing shall be submitted outlining how system operation will be monitored, how alerts will be made and how personnel will respond to a system failure. The Contractor shall bear full responsibility for maintaining isolations. Any damage, mitigation, or extra work required as a result of a failure in the isolation of the work area shall be corrected by the Contractor at no additional cost to the Contracting Agency. The Contractor shall also identify adaptive management actions in their Plan which can be implemented within 4 hours should flow conditions change and require modification isolation.

Isolated work areas shall prevent turbid water created by construction activities from entering any portion of East Fork Mission Creek. During in-water work, turbidity will be monitored in accordance with environmental permits obtained by the Contracting Agency and provided to the Contractor. If turbid water is exiting the isolated work area to the extent that it exceeds maximum allowable values listed in the environmental permits, in-water work shall cease until the issue has been corrected. Any extra work required to adjust, repair, replace or improve site isolation measures, or remove faulty isolations shall be done immediately and at no additional cost to the Contracting Agency. No payment will be made for standby time associated with the Contractor failing to comply with permit requirements.

#### **8-31.3(5) Rewatering of the Stream Channel and Removal of Site Isolation**

The Contractor shall notify the Engineer a minimum of 5 calendar days in advance of site isolation removal sequence. All Work within the channel, except for removal of the temporary erosion control items, shall be completed within the allowed work window.

The Contractor shall introduce water to the isolated work area and trap sediments until the area meets all applicable turbidity standards. Rewatering shall occur at a rate to avoid loss of surface water downstream while the isolated work area is rewatered. Once the water in the isolated area meets the applicable turbidity standards the Contractor may begin removal of the temporary water diversion.

Rewatering of the project area shall occur at a rate slow enough which avoids loss of surface water downstream and while maintaining water quality standards. The Contractor shall take all actions necessary to prevent the water from exceeding the turbidity standards during rewatering of the stream channel and immediately take any corrective measures necessary if turbidity is increased during this sequence.

The Contractor shall immediately take all corrective actions necessary to prevent the water from exceeding the turbidity standards should the stream turbidity increase. All Work within the channel, except for removal of the temporary erosion control items, shall be completed before the temporary work area isolation is removed. The Contractor shall finish all construction activities within the limits of the Ordinary High-Water Line, including but not limited to final grading and restoration before the Contractor removes temporary work area isolation.

#### **8-31.3(6) Site Isolation and Dewatering Plan**

The Contractor shall submit a Site Isolation and Dewatering Plan in accordance with the requirements of a Type 2 Working Drawing and these Provisions.

The Contractor shall fully implement the Plan throughout the duration of the associated Work. The Contractor shall update the Plan throughout project construction to reflect actual site conditions and the Contractor's Work. Changes to plan shall comply with WAC 196-23-020. At the request of the Contracting



Officer an updated Plan shall be submitted as a Type 2 Working Drawing. A copy of the Plan shall be on the project site at all times.

The Plan shall describe measures that will be taken to comply with Washington State Water Quality Standards in WAC 173-201A, applicable permits, environmental commitments and the Specifications and Contract Provisions.

### **8-31.3(6)A Minimum Site Isolation Plan Requirements**

The Contractor shall submit an In-Water-Work Area Site Isolation and Dewatering Plan to the Contracting Agency for review. The Plan shall be submitted by the Contractor for approval a minimum of ten (10) working days prior to the preconstruction conference and must be approved prior to any in-water work. The plan shall identify the sequences, methods and materials used to isolate in-water work area(s), and the materials, processes and procedures for management and handling of sediment laden water.

If the Contracting Agency does not approve the submitted plan, the Reviewer will provide written documentation explaining the cause for not approving the plan. The Contractor shall respond to the review documentation and resubmit the plan with revisions as necessary. The Contracting Agency or Engineer reserves the right to postpone commencement of the work, at no cost to itself, due to failure by the Contractor to supply an acceptable Site Isolation and Dewatering Plan.

The Site Isolation and Dewatering Plan shall consist of a narrative and drawings detailing all site isolation requirements and shall encompass and protect all the areas affected by the Contractor's in-stream work.

The Contractor shall fully implement the Site Isolation and Dewatering Plan throughout the duration of the associated Work. The Contractor shall update the Site Isolation and Dewatering Plan throughout project construction to reflect actual site conditions and the Contractor's Work. Changes to plan shall comply with WAC 196-23-020. At the request of the Engineer an updated Site Isolation and Dewatering Plan shall be submitted as a Type 2 Working Drawing. A copy of the Site Isolation and Dewatering Plan shall be on the project site at all times. The Contractor shall incorporate the Site Isolation Schedule and Sequence into their overall Project Schedule.

At minimum, the Site Isolation and Dewatering Plan shall provide the following information in the following order:

1. Description, identified type and location of site isolation and dewatering measures to be installed
  - a. Identify the name of the water body where site isolation will be placed. Provide a description of the methods and materials being proposed.
  - b. Provide drawings showing the location of the site isolation components, including proposed access routes and equipment to be used to construct the site isolation.
2. Detailed schedule and sequence of installation, inspection, maintenance and removal of all site isolation and construction water management measures
  - a. Provide a sequence of Work, dates, and durations for when the following will occur, in accordance with the allowed in-water work window in the Special Provisions:
    - i. Site Isolation and Dewatering Plan Implementation Meeting.
    - ii. Block net installation and Fish exclusion (Fish removal and relocation performed by the Contracting Agency).
    - iii. Site Isolation installation.

- iv. Dewatering of the isolated Work area.
    - v. Restoration and stabilization of the Work area to prevent erosion.
    - vi. Any relocations of site isolation measures accommodate the Work sequence (if needed).
    - vii. Channel rewatering.
    - viii. Removal of the Site Isolation and dewatering materials
    - ix. Fish block removal
  - b. Include other work that needs to be coordinated with the plan (temporary erosion control).
3. Calculations and Materials
  - a. Detail all elements of the site isolation. Describe how flows will be conveyed around the project area without impacting the work area and list all materials that will be used. Describe how minor leakage will be addressed.
  - b. Identify the means and methods for dewatering isolated work areas and disposal of the water. Means, methods and materials for construction dewatering including the handling, treatment and/or disposal of sediment laden water. This includes but is not limited to specifications of pumps and detailed list of all additional affiliated materials, timing and duration of any construction dewatering. Locations proposed by the Contractor for upland infiltration must be identified and approved.
  - c. Identify outfall protection and dissipation methods for all dewatering efforts both upland and instream. All outfalls must be protected to prevent erosion.
  - d. Methods for anchoring cofferdams, temporary stream diversion pipe and associated hardware; include calculations to demonstrate the device's ability to anchor the pipe and associated hardware.
  - e. Describe the means by which the height of the isolation can be increased an additional foot within 4 hours in the event that flow increases require an increase in isolation height. Provide contact information and procedures for adaptively managing increases in flows.
  - f. Specifications for all fish screen mesh sizes and surface area to be used in accordance with the project permits.
4. Work Area Isolation and Dewatering
  - a. Provide the method(s), including locations and details (narrative and drawings) for isolating work areas or blocking both the upstream and downstream ends of the stream diversion. Describe how minor leakage from upstream and downstream will be addressed.
  - b. Include provisions for scour protection at the temporary stream diversion outfalls.
  - c. Identify the means and methods for dewatering isolated work areas and disposal of the water.
5. Contingency Plan (when required)
  - a. The Contractor shall include the details of the system in the Plan sections that are applicable.
  - b. Describe the Work that will be implemented to prevent the work area from becoming inundated.
  - c. Provide the type and size of materials that will be used in the event of the work area becoming inundated, including fish exclusion coordination with Contracting Agency if the block nets are compromised.
  - d. Describe how the contingency equipment and materials will be stored, inspected and maintained so they are ready for use if required.

- e. Describe how the contingency system will be deployed and operational within 2 hours.
6. Adaptive Management, Inspection and Maintenance
  - a. Describe the schedule and frequency of inspections as well as how maintenance will be conducted when inspections identify deficiencies in the site isolation measures. These include, but are not limited to, removal and disposal of trapped sediment and debris; repairing leaks; increasing height and/or width of isolation materials if flows approach 75% of the minimum capacity and any other procedures employed by the Contractor to adapt to changing flow conditions. The Contractor shall keep a record of all inspections and maintenance.
7. Removal of the Site Isolation and Rewatering of the Project Area
  - a. Detail how the isolation measures will be removed and how the channel will be rewatered to comply with water quality requirements.
  - b. Identify measures that will prevent the stranding of fish during rewatering (i.e. describe methods, rates, and durations of the rewatering process knowing that flows downstream of the fish block must be maintained to protect fish).
  - c. Sequence that will be used for removing site isolation measures.
  - d. Describe how disturbed soil will be permanently stabilized and any materials that are to remain onsite

The Contracting Agency and/or Engineer may request an updated Site Isolation and Dewatering Plan if the Contractor's installed means, methods or materials fail to meet the requirements of this section at no additional cost to themselves.

#### **8-31.3(2)B Site Isolation and Dewatering Plan Implementation Meeting**

The Contractor shall arrange a meeting with the Contracting Officer prior to implementation of the referenced Plan. At this meeting the Contractor shall explain to the Contracting Officer the Work to be completed for site isolation and dewatering. The meeting shall be a minimum of seven calendar days prior to start of in-water-work. The Contractor shall notify the Contracting Officer 14 calendar days prior to the meeting taking place.

Those attending shall include:

1. Representing the Contractor: The superintendent, on site supervisor, foreman, the Environmental Compliance Lead and other personnel that will have on-site responsibility for implementing the Temporary Water Diversion.
2. Representing the Contracting Agency: The Contracting Officer, key inspection personnel, other appropriate staff, and optionally, the Engineer.
3. Representatives from interested permitting agencies and affected Tribes will be invited by the Contracting Agency. The Contracting Officer will arrange for these interested parties to attend the TWD Plan Implementation Meeting.

The Site Isolation and Dewatering Plan shall be implemented only during the approved in-water work window and shall be operational prior to performing Work below the ordinary high-water line as required to achieve permit compliance.

#### **8-31.4 Measurement**

No unit of measure shall apply to the lump sum bid item for “Site Isolation and Dewatering”. This Work shall include all materials, equipment, labor, and other costs associated with installing, maintaining, and removing diversion structures at approved upstream and downstream locations, and performing other Work as described in this section.

### **8-31.5 Payment**

The lump sum Contract price for “Site Isolation and Dewatering” shall be full pay to perform the Work as described in this section. Progress payments for the this bid item will be made as follows:

1. The Contracting Agency will pay 10 percent of the bid amount following the approval of the Site Isolation, SWPP and TESC plans.
2. The remaining ninety percent will be paid proportionately per project element completed upon completion of that project element using the formula:

Payment per project element completed =  $90\% * \text{Bid Amount} / \text{number of project elements requiring isolation}$ . For the purposes of this calculation, construction of individual ELJs and Pilot Channel excavation are considered project elements.

END OF SPECIAL PROVISIONS

# APPENDICES

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# APPENDIX A: PREVAILING WAGES

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## FEDERAL WAGE RATES

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The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor. The contractor shall use the wage determinations which are in effect under the Davis-Bacon Act for Public Works Contracts for Heavy Construction within Chelan County at the time of the bid opening date. Federal Wage Determinations are updated and posted at <https://sam.gov/content/wage-determinations>.

## WASHINGTON STATE WAGE RATES

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The State Prevailing Wage rates incorporated in this contract are applicable to all construction activities associated with this contract and in effect for Chelan County at the time of Bid Opening. Wage Determinations, modifications, and benefit key codes are established by the State of Washington's Department of Labor and Industries are posted and updated at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.



## APPENDIX B: PROJECT PERMITS

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NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.	STATUS	DOCUMENT ACCESS
Hydraulic Project Approval (HPA)	WDFW	2023-2-105+01	Issued	Attached to this Appendix
ARBO II	USFWS/NOAA	01EOFW00-2013-F-0090/ NMFS No: NWP-2013-9664	Issued	<a href="https://www.fs.usda.gov/Internet/FS_DOCUMENTS/stelprd3817704.pdf">https://www.fs.usda.gov/Internet/FS_DOCUMENTS/stelprd3817704.pdf</a> ; <a href="https://www.fws.gov/sites/default/files/documents/ARBO_II_FWS%20Final.pdf">https://www.fws.gov/sites/default/files/documents/ARBO_II_FWS%20Final.pdf</a>
NEPA	USFS	None	Issued	<a href="https://usfs-public.app.box.com/v/PinyonPublic/file/1261196295877">https://usfs-public.app.box.com/v/PinyonPublic/file/1261196295877</a>
Regional General Permit 8 (RGP 8)	USACOE	TBD	Pending Issuance	TBD

# **APPENDIX C: PROJECT SITE IMAGERY**

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1. First Temp Bridge Crossing (plan set sheet 7)



2. Second Temp Bridge Crossing (plan set sheet 7)





3. Road washout and re-route (steep and will require reshaping to get truck through)



4. Typical stream crossing where log crossing may be used (plan set sheet 12)





5. Example log crossing that may be used for up stream reach stream crossings, (plan set sheet 10, 12, 13, 14, 15)



6. Downstream avulsion area (plan set sheet 9)





7. Stream will be rerouted into old channel at top of avulsion area, fill and grade road bed (sheet 9)



8. Upstream avulsion area (plan set sheet 15).





9. Stream will be re-routed back to old channel; fill and grade eroded road bed (plan set sheet 15)



10. Top of Reach 11, stream will be routed into channel on right, fill and grade road bed (plan set sheet 15)



# **APPENDIX D: CONTRACT DRAWINGS**

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# **APPENDIX E: SITE ACCESS PHOTOS**

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**Appendix E: Site Imagery for Road Washout/Site Isolation Requirements**



Road washout approximately halfway through project area. Not associated with floodplain grading or logjam placement.





Approximate dimensions of road washout, looking upstream at washout area.



Site isolation needs for road washout.





Looking downstream at washout area.