

# **CONTRACT PROVISIONS**

## **EAGLE CREEK ALLUVIAL WATER STORAGE PROJECT**

June 2021



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

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Chelan County Natural Resources Department

# **EAGLE CREEK ALLUVIAL WATER STORAGE PROJECT**

Bid Opening: Monday, August 2nd, 2021 at 11:00 AM PDT

**Notice to All Plan Holders:**

**Deliver Bid Submission To:**

Board of Chelan County Commissioners Office Chelan County Administration Building,  
400 Douglas Street, Wenatchee Washington

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

**Contact:**

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

Mobile Phone: 509-670-9306  
Email: [Hannah.pygott@co.chelan.wa.us](mailto:Hannah.pygott@co.chelan.wa.us)

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# **BID SUBMITTAL PACKAGE**

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## BIDDING CHECKLIST

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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 certified receipt of addenda?

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## BIDDING INSTRUCTIONS

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### A. BID OPENING

The Chelan County Board of County Commissioners will open sealed bids and publicly read them aloud on Monday August 2nd, 2021 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 construction of Chelan County Natural Resources Project Eagle Creek Alluvial Water Storage in Chelan County. Sealed bids must be received by the Clerk of the Board of County Commissioners in a sealed envelope clearly marked **“BID ON EAGLE CREEK ALLUVIAL WATER STORAGE 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 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.);
4. Bidder Information Sheet;
5. Non-Collusion Declaration;
6. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions;
7. Certification of Compliance with Wage Payment Statutes;
8. Certification of Compliance with Prevailing Wage Training.

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. 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"
4. The bidder's experience, technical qualifications and skill;
5. The guaranteed availability of materials needed for construction;
6. 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;
7. Any additional evaluation criteria contained in the plans, specifications and addenda; and
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 OR POSTPONEMENT BY COUNTY

In its sole discretion, Chelan County may cancel any bid award or postpone project implementation 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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### Eagle Creek Alluvial Water Storage

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, August 2nd, 2021 at 11:00 AM PDT for the Chelan County Natural Resources Project, “EAGLE CREEK ALLUVIAL WATER STORAGE”.

**Chelan County Natural Resources Project:** Chelan County Natural Resource Department solicits an Invitation to Bid for the Eagle Creek Alluvial Water Storage Project, in Chelan County. This Contract provides for the improvement of aquatic habitat in Eagle Creek between River Miles (RM) 7.3 and 7.5. This Contract is associated with work at Site 1. The work includes, but is not limited to; temporary improvements to, development of, and restoration of temporary construction access routes; clearing and salvage of trees and shrubs for use in structure construction; temporary traffic control as needed to safely deliver, handle, and stage equipment and materials and construction of channel and floodplain wood structures within and adjacent to Eagle Creek. All work shall be in accordance with the Contract Documents and the 2021 Standard Specifications for Road, Bridge and Municipal Construction, State of Washington, Department of Transportation, and addenda thereto.

An optional Pre-Bid conference walkthrough with representatives from the CONTRACTING AGENCY will be held on site on **Friday, July 16<sup>th</sup>, 2021 at 11 A.M.** Potential bidders attending the optional Pre-Bid conference shall anticipate the meeting to be held in an open air, socially distanced environment with all current COVID safety guidelines to be followed. The project site is located on Eagle Creek, outside of Leavenworth Washington. Attendees shall meet at the end of the paved section of Eagle Creek Road, approximately 5.5 miles from the turnoff of Chumstick Highway and proceed to the project area with the Contracting Agency. From Leavenworth travel North on Chumstick Highway (SR 209) for approximately 2 miles, then turn right onto Eagle Creek Road. Pavement ends in 5.5 miles, with the project site being a right hand turn 1 mile further via gravel USFS 7500 road. The project area has a gate for security during active logging operation, but is open to independent examination by prospective bidders at any time from USFS 7500 road.

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 “EAGLE CREEK ALLUVIAL WATER STORAGE 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 28th day of June, 2021.

**BOARD OF CHELAN COUNTY COMMISSIONERS**

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TIFFANY GERING, COMMISSIONER

ATTEST:

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KEVIN OVERBAY, COMMISSIONER

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CLERK OF THE BOARD

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BOB BUGERT, COMMISSIONER

## BID FORM

### Eagle Creek Alluvial Water Storage Project

TO: Board of Chelan County Commissioners, Wenatchee, Washington

The Undersigned certify that they have examined the location of the project, 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:

BASE BID						
Item No.	Spec #	Description	Unit	Qty	Unit Price	Total Price
1	1-09.7	MOBILIZATION	LS	1		
2	8-19	TEMPORARY ACCESS AND STAGING	LS	1		
3	8-26	CHANNEL STRUCTURE SITE 1	EA	16		
4	8-26	FLOODPLAIN STRUCTURE SITE 1	EA	2		
5	8-26	SLASH	CY	550		
BASE BID – TOTAL						

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 prior to Contract execution to determine the Contract Sum and sales tax shall be paid by the CONTRACTING AGENCY with each progress payment.

**ADDITIVE ALTERNATE – A1**

The following additive alternative is an integral part of this proposal, and to be responsive, the bidder shall quote for the Base Bid, and also for the following listed additive alternative.

<b>ADDITIVE ALTERNATE – A1</b>						
<b>Item No.</b>	<b>Spec #</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
6	8-19	TEMPORARY ACCESS AND STAGING A1	LS	1		
7	8-26	CHANNEL STRUCTURE A1	EA	7		
8	8-26	SLASH	CY	240		
		<b>ADDITIVE ALTERNATE A1 – TOTAL</b>				

The aforementioned sum is hereby designated the Additive Alternate Bid A1. The Additive Alternate Bid A1 shall not include Washington State sales tax. Sales tax will be added prior to Contract execution to determine the Contract Sum and sales tax shall be paid by the CONTRACTING AGENCY with each progress payment.

**TOTALS**

<b>BASE BID TOTAL</b>	
<b>TOTAL COMBINED BID (BASE BID + ADDITIVE ALTERNATIVE A1)</b>	

The aforementioned sums are hereby designated the Base Bid, Total Combined A1. The Base Bid, and Additive Alternatives 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

\_\_\_\_\_  
RECEIPT OF ADDENDA



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## BID PROPOSAL FORM

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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 Eagle Creek Alluvial Water Storage Project.

The Bidder hereby acknowledges receipt of Addendum No. 1\_\_\_\_, No. 2\_\_\_\_, No. 3\_\_\_\_. No. 4\_\_\_\_.

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 Determination 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 1-07.28 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.

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PRINT BIDDER NAME	SIGNATURE OF PRINCIPAL OR OFFICER
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MAILING ADDRESS	CITY	STATE	ZIP
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PRINT NAME OF SIGNATORY	TITLE
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TELEPHONE	FAX
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STATE REGISTRATION NUMBER	STATE UBI NUMBER
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## BID PROPOSAL BOND

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:

Eagle Creek Alluvial Water Storage Project: This Contract provides for the improvement of aquatic habitat in Eagle Creek between River Miles (RM) 7.3 and 7.5. This Contract is associated with work at Site 1. The work includes, but is not limited to; temporary improvements to, development of, and restoration of temporary construction access routes; clearing and salvage of trees and shrubs for use in structure construction; temporary traffic control as needed to safely deliver, handle, and stage equipment and materials and construction of channel and floodplain wood structures within and adjacent to Eagle Creek. All work shall be in accordance with the Contract Documents and the 2021 Standard Specifications for Road, Bridge and Municipal Construction, State of Washington, Department of Transportation, and addenda thereto.

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:** Eagle Creek Alluvial Water Storage

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

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PARTNERSHIP

---

CORPORATION

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JOINT VENTURE

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LLC

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**PRINCIPALS:**

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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 signed the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

### **NOTICE TO ALL BIDDERS**

To report bid rigging activities call: 1.800.424.9071

The U.S. Department of Transportation (USDOT) operates the above 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.

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



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## CERTIFICATION REGARDING DEBARMENT



### Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

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 \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

**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.

## 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 June 28<sup>th</sup>, 2021 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:

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*\* 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 WITH PREVAILING WAGE TRAINING

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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

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

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

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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

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THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 **Eagle Creek Alluvial Water Storage 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 work indicated on the Drawings prior to October 31, 2021.
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 2021 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (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 FORM
  - (D) BID PROPOSAL FORM
  - (E) BID PROPOSAL BOND
  - (F) BIDDER INFORMATION
  - (G) NON-COLLUSION DECLARATION
  - (H) CERTIFICATION REGARDING DEBARMENT
  - (I) BONDING AND CLAIMS
  - (J) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
  - (K) PERFORMANCE AND PAYMENT BOND
  - (L) NOTICE OF AWARD
  - (M) NOTICE TO PROCEED
  - (N) CHANGE ORDER(s)
  - (O) ADDENDA:
    - No. \_\_\_\_\_ Dated \_\_\_\_\_, 2021
    - No. \_\_\_\_\_ Dated \_\_\_\_\_, 2021
    - No. \_\_\_\_\_ Dated \_\_\_\_\_, 2021
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 duplicate. The Contract will be effective on \_\_\_\_\_, 2021.

**CONTRACTING AGENCY****CONTRACTOR**

---

SIGNATURE

---

SIGNATURE

---

PRINT NAME

---

PRINT NAME

---

TITLE (SEAL)

---

ADDRESSATTEST:  
Clerk of the Board

---

TITLE (SEAL)

---

SIGNATUREEMPLOYER ID  
NUMBER: 

---

---

PRINT NAME

ATTEST:

---

TITLE

---

SIGNATURE

---

PRINT NAME

---

TITLE

## PERFORMANCE AND PAYMENT BOND

---

KNOW ALL PEOPLE 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:

### Eagle Creek Alluvial Water Storage

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 two (2) 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:

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

**Under Senate Bill 5734, for public works contracts under \$150,000 that require performance and payment bonds, the Contractor may request the Contracting Agency to waive the bonds and instead retain 10% of the contract amount for 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries, whichever is later. NOW, THEREFORE, we the CONTRACTOR and \_\_\_\_\_, a corporation, organized and existing under and by virtue of the laws of the State of Washington, request to opt for 10% retainage as stated above in lieu of the required performance and payment bonds on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

\_\_\_\_\_  
PRINCIPAL  
BY \_\_\_\_\_  
TITLE \_\_\_\_\_

ATTEST (If Corporation)

WITNESSES (If Individual or Partnership)

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

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

## NOTICE OF AWARD

**DATED** \_\_\_\_\_**TO** \_\_\_\_\_**ADDRESS** \_\_\_\_\_**PROJECT** Eagle Creek Alluvial Water Storage

The CONTRACTING AGENCY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated Monday, June 28<sup>th</sup>, 2021, 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 this 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.

☐ The CONTRACTOR requests 10% retainage in lieu of performance and payment bond for projects under \$150,000.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CONTRACTING AGENCY. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

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**NOTICE TO PROCEED****DATED** \_\_\_\_\_**TO** \_\_\_\_\_**PROJECT** Eagle Creek Alluvial Water Storage Project

As your required contractual and work plan submittals have been reviewed and found acceptable you are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, and you are to attain Substantial Completion, as determined by the Contracting Agency, on or before October 31, 2021.

\_\_\_\_\_  
CONTRACTING OFFICER\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
TITLE**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
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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## CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

**PROJECT:** Eagle Creek Alluvial Water Storage

**TO** Chelan County

**CONTRACTING** Natural Resources Department

**AGENCY:** 411 Washington Street, Suite 201

Wenatchee, WA 98801

CONTRACTING AGENCY ☐

ENGINEER ☐

CONTRACTOR ☐

SURETY ☐

OTHER ☐

**STATE OF:** WASHINGTON

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

**COUNTY OF:** CHELAN

**CONTRACT** \_\_\_\_\_

**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 RELEASE OF LIENS

<b>PROJECT:</b>	<u>Eagle Creek Alluvial Water Storage</u>	CONTRACTING AGENCY <input type="checkbox"/>	
		ENGINEER <input type="checkbox"/>	
<b>TO</b>	Chelan County	CONTRACTOR <input type="checkbox"/>	
<b>CONTRACTING</b>	Natural Resources Department	SURETY <input type="checkbox"/>	
<b>AGENCY:</b>	411 Washington Street, Suite 201	OTHER <input type="checkbox"/>	
	<u>Wenatchee, WA 98801</u>		

<b>STATE OF:</b>	<u>WASHINGTON</u>	<b>CONTRACT FOR:</b>	<u>Construction</u>
		<b>CONTRACT</b>	
<b>COUNTY OF:</b>	<u>CHELAN</u>	<b>DATED:</b>	<u>                    </u>

The undersigned hereby certifies that to the best of their knowledge, information and beliefs, except as listed below, the Releases or Waivers of Lien include all labor, service, and material provided by the CONTRACTOR which has been accepted and paid for by the CONTRACTING AGENCY. This document Releases or Waives Liens by the CONTRACTOR, who has 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 (as needed):

1. 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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CONTRACTING AGENCY	<input type="checkbox"/>
ENGINEER	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

**STATE OF:** WASHINGTON

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

## CONTRACT

**COUNTY OF:** CHELAN

**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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**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**PROJECT:** Eagle Creek Alluvial Water Storage 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 \_\_\_\_\_ which is also the date of commencement of any applicable warranties as required by the Contract Documents.

**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 CONTRACTOR for final work items prior to Final Acceptance are as follows:

--

# **SPECIAL PROVISIONS**

## INTRODUCTION TO THE SPECIAL PROVISIONS

*(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*, 2021 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)*

*(April 1, 2013 WSDOT GSP)*

*(May 1, 2013 Chelan County GSP)*

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

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

## **Division 1 General Requirements**

### **DESCRIPTION OF WORK**

(March 13, 1995)

This Contract provides for the improvement of \*\*\* aquatic habitat in Eagle Creek between River Miles (RM) 7.3 and 7.5. This Contract is associated with work at Site 1. Site 2 shown on the plans is not included in this Contract. The work includes, but is not limited to; temporary improvements to, development of, and restoration of temporary construction access routes; clearing and salvage of trees and shrubs for use in structure construction; temporary traffic control as needed to safely deliver, handle, and stage equipment and materials and construction of channel and floodplain wood structures within and adjacent to Eagle Creek, \*\*\* and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

#### **1-01.3 Definitions**

(January 4, 2016 APWA GSP)

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

#### **Dates**

##### ***Bid Opening Date***

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

##### ***Award Date***

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

##### ***Contract Execution Date***

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

##### ***Notice to Proceed Date***

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

##### ***Substantial Completion Date***

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

##### ***Physical Completion Date***

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

##### ***Completion Date***

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

***Final Acceptance Date***

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

Supplement this Section with the following:

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

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

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

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

**Additive**

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

**Alternate**

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

**Business Day**

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

**Contract Bond**

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

**Contract Documents**

See definition for “Contract”.

**Contract Time**

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

**Notice of Award**

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



**Notice to Proceed**

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

**Traffic**

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

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

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 these Special Provisions.

**1-02 Bid Procedures and Conditions****1-02.1 Prequalification of Bidders**

Delete this section and replace it with the following:

**1-02.1 Qualifications of Bidder**

*(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.

**1-02.2 Plans and Specifications**

*(June 27, 2011 APWA GSP)*

Delete this section and replace it with the following:

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:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	2	Furnished only upon request.
Contract Provisions	2	Furnished only upon request.

Additional plans and Contract Provisions may be obtained 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 conference walkthrough with representatives from the CONTRACTING AGENCY will be held on site on July 16<sup>th</sup>, 2021 at 11:00 AM PDT. Potential bidders attending the optional Pre-Bid conference shall anticipate the meeting to be held in an open air, socially distanced environment with all current COVID safety guidelines to be followed. Attendees shall meet at the end of the paved section of Eagle Creek Road, approximately 5.5 miles from the turnoff of Chumstick Highway.

The project site is located within Eagle Creek. The main access road to the site is Eagle Creek Road. From Leavenworth travel North on Chumstick Highway (SR 209) for approximately 2 miles, then turn right onto Eagle Creek Road. Pavement ends in 5.5 miles, with the project site being a right hand turn 1 mile further via gravel USFS 7500 road. The project area has a gate for security during active logging operation, but is open to independent examination by prospective bidders at any time from USFS 7500 road.

#### **1-02.4(2) Subsurface Information**

Section 1-02.4(2) is supplemented with the following:

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

No boring logs or geotechnical analysis is available for this Work. Field observations suggest materials are comprised of alluvial silts, sands, and gravels. Presence of hardpan or other restrictive layers is possible.

#### **1-02.5 Proposal Forms**

##### **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:

(August 3, 2015 WSDOT GSP)

### **Cumulative Alternates Bidding**

The Bid Proposal for this Contract requires the Bidder to bid a cumulative alternate as part of the bid. As such the Bidder is required to submit a Base Bid and a bid for each of the Alternate(s).

### **Bid Proposal**

The Bid Proposal includes the following:

1. Base Bid  
The Base Bid shall include constructing all items included in the Proposal except those items contained in the Alternate(s).
2. Alternate(s)  
No Alternate(s) listed for this Work.

### **Bidding Procedures**

To be considered responsive the Bidder shall submit a price on each and every Bid item included in the Base Bid and all Alternate(s).

The successful Bidder will be the Bidder submitting the lowest responsible Bid for the highest order Preference that is within the amount of available funds for the project. The following are listed in order from highest to lowest Preference:

1. Preference 1: Lowest total for Base Bid plus Alternate A1.
2. Preference 2: Lowest total for Base Bid.

The Contracting Agency may, at their discretion, award a Contract for the Base Bid without any additional Alternates, in the even that all Bids exceed the available funds. In any case, the award will be subject to the requirements of Section 1-03.

## 1-02.7 Bid Deposit

Supplement this section with the following:

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

A certified check or bid bond made payable to the Chelan County Natural Resources Department (CCNRD), 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 CCNRD.

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
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**

*(December 19, 2019 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 and Project Number 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:

- UDBE Written Confirmation Document from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification (WSDOT 272-056U)
- Good Faith Effort (GFE) Documentation
- UDBE Bid Item Breakdown (WSDOT 272-054)
- UDBE 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 work day 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 Proposals**

Section 1-02.12 is supplemented with the following:

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

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

The bid opening date for this project is August 2nd, 2021. Bids received will be publicly opened and read after 11:00 AM Pacific Time on this date.

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

*(December 19, 2019 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 an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE 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 UDBE 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 UDBE 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 UDBE 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.

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

*(May 17, 2018 APWA GSP, Option A)*

Delete this section and replace it with the following:

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

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

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

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

*(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.

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

*(October 1, 2005 APWA GSP)*

Revise this section to read:

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

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

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

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

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

*(July 23, 2015 APWA GSP)*

Delete the first paragraph and replace it with the following:

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
  - a. Is registered with the Washington State Insurance Commissioner, and
  - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or



indirectly from any failure:

- a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
- b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

Supplement this section with the following:

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

Under Senate Bill 5734, for public works contracts under \$150,000 that require performance and payment bonds, the Contractor may request the Contracting Agency to waive the bonds and instead retain 10% of the contract amount for 30 days after the date of final acceptance, or until the receipt of all necessary releases from the Department of Revenue and Department of Labor and Industries, whichever is later.

### **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**

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

*(March 13, 2012 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), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

#### **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 Control of Work**

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

Add the following new subsection:

##### **1-05.4(1) Contractor Surveying**

Surveying is only necessary to the extent required to perform the Work as shown on the Plans and described in the Specifications and these Special Provisions. The Contractor shall replace stakes set by the Engineer or Contracting Officer at the Contractor's sole expense. The Contractor shall verify the finished grades and horizontal locations of wood structures, which is incidental to those Work items, and provide notes as requested by the Engineer or Contracting Officer.

The Engineer or Contracting Agency will stake wood structure locations and grades. The Contractor shall maintain these stakes and establish references to horizontal alignment stakes and any elevation hubs set by the Engineer to establish vertical control for channel and floodplain structures. Horizontal alignment stakes and hubs may be referenced by ground distances and relative elevations, rather than with ties to an established datum. When necessary to replace stakes established by the Contracting Officer or to establish offset or reference stakes, surveying shall include all labor, equipment, materials, and supervision necessary to perform the work specified, including any checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts. Damaged or moved stakes set by the Engineer or Contracting Officer shall be replaced at the Contractor's sole expense.

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

To Contractor shall ensure a surveying accuracy of within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
Channel and Floodplain Structures	±0.50 ft	±2.0 ft

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

#### **1-05.4(2) Measurement**

No unit of measurement shall apply for "Surveying". "Surveying" work is incidental to other Bid items.

#### **1-05.4(3) Payment**

No payment shall be made for "Surveying" and any survey Work is incidental other Bid items.

#### **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 content and title is deleted and replaced with the following:

#### **1-05.8 Required Submittals**

The following is a list of required submittals to the Contracting Agency as detailed in the respective section of the Standard Plans or the Special Provisions.

1-07.1 COVID-19 Health & Safety Plan (CHSP)

1-07.15 Spill Prevention, Control, and Countermeasure (SPCC) Plan

1-08.3 Project Schedule

8-01.3(1)A Temporary Erosion and Sediment Control (TESC) Plan

8-01.3(1)C6 Hydraulic Fluid Catalog Cut

**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 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 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.

**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.

*(April 6, 2020)*

In response to COVID-19, the Contractor shall prepare a project specific COVID-19 health and safety plan (CHSP) in conformance with Section 1-07.4(2) as supplemented in these specifications, **COVID-19 Health and Safety Plan (CHSP)**. A copy of the CHSP developed by the Contractor shall be submitted to the Engineer as a Type 2 Working Drawing.

### **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.

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

The Work on this Contract is to be performed upon lands whose ownership obligates the Contractor to pay Sales Tax. The provisions of Section 1-07.2(2) apply.

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

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined

sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

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

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

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

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

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

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

### **1-07.5 Environmental Regulations**

*(September 20, 2010)*

Section 1-07.5 is supplemented with the following:

#### **Environmental Commitments**

The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the various documents referenced in the Special Provisions **Permits and Licenses**. Throughout the work, the Contractor shall comply with the following requirements:

*(April 1, 2019)*

Section 1-07.5 is supplemented with the following:

The Contractor shall notify the Engineer 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.

(August 3, 2009)

Section 1-07.5 is supplemented with the following:

#### **Payment**

All costs to comply with this special provision for the environmental commitments and requirements 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.

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

*(April 2, 2018)*

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

The Contractor may begin Work below the Ordinary High Water Line on \*\*\* July 1, 2021 \*\*\* and must complete all the Work by \*\*\* October 31, 2021 \*\*\*.

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 obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. Copies of these permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times. Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, 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). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
Access Permit	Weyerhaeuser	37868
Hydraulic Project Approval	Department of Fish & Wildlife	HPA 2020-2019-2-160+-1

**1-07.9 Wages**  
(January 6, 2020)

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

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://beta.sam.gov/search?index=wd>.

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/>.

**1-07.13 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.

**1-07.17 Utilities and Similar Facilities**

Section 1-07.17 is supplemented with the following:

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

The Contractor is responsible for locating all utilities within the project site prior to construction and to protect those utilities during construction. Any locations and types of existing utilities shown on the Plans are approximate and do not relieve the Contractor from the responsibility of identifying and protecting all utilities. The Contractor shall be held financially responsible to repair any utilities damaged during construction. The cost of repair shall be paid in full by the Contractor to the owner of the utility in question.

The following addresses and telephone numbers of utility companies and utility related contacts are supplied for the Contractor's use:

**Call Before You Dig**  
**Northwest Utility Notification Center**  
1-800-424-5555

**PUD No. 1 of Chelan County**  
P.O. Box 1231  
Wenatchee, WA



Jeff Mitchell  
(509) 661-4160  
(509) 663-8121

### **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.
- G. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- H. 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.

- I. 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

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

\$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

#### **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.

### **1-08 Prosecution and Progress**

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

*(May 25, 2006 APWA GSP)*

Add the following new section:

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

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor and the Contracting Agency. Additional interested parties may also be invited. The purpose of the preconstruction conference will be:

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

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

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

Add the following new section:

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

Except in the case of emergency or unless otherwise approved by the Engineer, the normal

working hours for the Contract shall be between 7:00 a.m. and 6:30 p.m. Monday through Friday. 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 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.

#### **1-08.1 Subcontracting**

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

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

#### **1-08.5 Time for Completion**

Revise the third and fourth paragraphs of Section 1-08.5 to read:

This project shall be substantially complete by October 31, 2021; additionally, all in-water work shall not commence prior to the opening of the Fish Window (July 1, 2021) and shall be completed no later than the last day of the in-water work window for this project (October 31, 2021). 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 natural disasters, including Industrial Fire Precaution Level work restrictions. Overall Performance Period may be extended to reflect delays from natural disasters.

Revise the sixth paragraph to read:

The 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. 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

## **1-09 Measurement and Payment**

### **1-09.9 Payments**

*(March 13, 2012 APWA GSP)*

Delete the first four paragraphs and replace them with the following:

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.

### **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**

*(November 30, 2018 APWA GSP)*

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.



## **Division 2 Earthwork**

### **2-01 Clearing, Grubbing, and Roadside Cleanup**

#### **2-01.1 Description**

This section is revised to read:

The Contractor shall clear within the Temporary Access Routes, as well as other clearing locations identified on the Plans. Vegetation shall be cleared as close to the groundline as practical. 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**

This section is revised to read:

The Contractor shall meet all requirements of state, county, and municipal regulations regarding health, safety, and public welfare in the disposal of all debris.

The Contractor shall stockpile cleared branches, stumps, limbs and other vegetative material cleared during the project on-site for future use in construction of channel and floodplain structures or as slash as described in the Plans. Remaining stockpiled material shall be disposed of as erosion control BMPs described below. Material equal to or less than 6-inches in diameter shall be stockpiled on-site in an identified staging area or on the floodplain until erosion control measures are implemented. The Contracting Officer may require separation of non-native or invasive material; if separation is required these materials shall be stockpiled on-site and excluded from use in structures or as erosion control BMPs.

Removing trees greater than 6-inches in diameter from any portion of the project site requires approval of the Contracting Officer. Disposal of trees greater than 6-inches in diameter shall be as directed by the Contracting Officer. All material shall remain on-site and largely intact. The Contracting Officer may direct the Contractor to lop and scatter portions of trees larger than 6-inches in diameter, but the main portion of the trunk will remain intact and be positioned on-site as directed by the Contracting Officer.

Following completion of all channel and floodplain roughness structure construction, any remaining stockpiled material shall be disposed of on-site using one of the three methods described below and as directed by the Contracting Officer. The cost of transporting material for stockpiling (once or several times if stockpile needs relocating), transporting stockpiled material to a location for disposal, and disposal using one of the two methods identified below shall be made incidental

to the bid item Temporary Access and Staging. All material removed during clearing shall be disposed of on-site. Disposal of cleared material shall take place prior to the application of seed which will be completed by the Contracting Agency.

***Disposal Method No. 1 – Lop and Scatter***

To dispose of cleared material by lopping and scattering, the Contractor shall 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 floodplain areas, spoils areas, and other areas identified by the Contracting Officer.

***Disposal Method No. 2 – Track-Walking***

Track-walking for disposal of cleared material shall be accomplished 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.

***Disposal Method No. 3 – Chipping***

The Contractor may also choose to chip cleared debris. Chipping shall be done by machines that can grind debris into wood chips and chunks of varying sizes. For safety purposes, humans and animals shall be excluded from areas being treated by equipment that throws chips and chunks. If the contractor decides to chip cleared material, wood chips shall be spread evenly to a maximum depth of 2-inches.

**2-01.3 Construction Requirements**

This section is revised to read:

The Contractor shall:

1. Make every effort possible to adjust temporary access routes shown on the Plans to avoid clearing of any trees greater than 6-inches diameter-at-breast-height (DBH).
2. Clearly flag or otherwise identify all trees which cannot be avoided and are proposed to be removed as part of clearing efforts. Trees flagged for removal shall be approved by the Contracting Officer.
3. Clearly flag or otherwise identify all branches proposed to be trimmed to allow for equipment access or material transport. Branches flagged for removal shall be approved by the Contracting Officer.
4. Leave standing all trees or native growth indicated by the Contracting Officer.
5. Fell trees only within areas marked on the Plans for clearing which are approved by the Contracting Officer.

6. Neatly trim or cut all limbs or branches approved for removal close to the tree trunk.
7. Close-cut parallel to the slope of the ground all stumps to be left in cleared areas.
8. Stockpile all cleared vegetative material in one or more temporary staging areas for use in debris bundles, slash bundles, or disposal using the preferred methods identified in this section.

#### **2-01.4 Measurement**

Delete this section and replace with the following:

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

No measurement shall be made for “clearing” or “grubbing”. Any clearing and grubbing are incidental to other bid items.

#### **2-01.5 Payment**

Delete this section and replace with the following:

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

No payment shall be made for” Clearing” or “Grubbing”. Work associated with clearing, grubbing, and stockpiling vegetative material shall be considered incidental to other Bid items.

## **Division 6 Structures**

### **6-05 Piling**

#### **6-05.1 Description**

Section 6-05.1 is supplemented with the following:

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

Installation of piling by excavation is prohibited by the project Hydraulic Project Approval (HPA) permit. Acceptable methods of installation include vibratory hammer, hoepack (vibratory plate), impact driving, or pushing into the soil with an excavator. Installation by blasting, mudding, or jetting shall not be allowed.

#### **6-05.3 Construction Requirements**

##### **6-05.3(7) Storage and Handling**

##### **6-05.3(7)A Timber Piles**

Supplement this section with the following:

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

The Contractor shall take special care to avoid damage to Contracting Agency-provided timber piles. Timber piles shall be handled, transported, and temporarily staged prior to use in construction using care. Any damage that occurs to timber piles as a direct result of Contractor actions shall become the responsibility of the Contractor in the form of a credit applied to the Contract.

##### **6-05.3(8) Pile Tips and Shoes**

The first two sentences of Section 6-05.3(8) are deleted and replaced with the following:

Pile tips may be pointed for driving. Driving caps, collars, and steel tips (driving shoes) shall not be used.

##### **6-05.3(9) Pile Driving Equipment**

##### **6-05.3(9)A Pile Driving Equipment Approval**

Delete this section.

##### **6-05.3(9)B Pile Driving Equipment Requirements**

Section 6-05.3(9)B is deleted in its entirety and replaced with the following:

Pile installation equipment shall be in good working condition, free of obvious mechanical

impairments and leaks with all external grease and oils removed to the maximum extent practicable; all hoses and connections shall be checked for tightness and leaks prior to initiation of driving.

Tracked equipment used for pile driving shall be limited to 41,000 pounds total weight and a track width less than 10 feet.

The Contractor shall have all tools, parts, and labor necessary to keep equipment in good working condition throughout the project duration. Cooling of pile driving equipment via direct immersion in surface waters connected to the Eagle Creek is not allowed.

#### **6-05.3(9)C Pile Driving Leads**

Delete this section.

#### **6-05.3(11) Driving Piles**

##### **6-05.3(11)A Tolerances**

Section 6-05.3(11)A is deleted in its entirety and replaced with the following:

Piles shall be accurately located and installed to the prescribed batter and depth indicated, unless otherwise approved by the Engineer.

Piles, after installation, shall not be out of position by more than 1 foot horizontally. Piles installed outside of one foot of the Plan location shall be marked and the Engineer shall be notified immediately to assess function and determined if remaining piles within the structure require adjustment to allow placement of woody materials. Misaligned piles may be pushed or pulled laterally as directed by the Engineer to achieve the specified alignment.

The vertical tolerance for each timber pile after installation shall be within 6 inches of the minimum embedment specified on the Contract Plans.

Piles with greater variation and those seriously damaged in installation shall be removed or cut off, as directed by the Engineer and replaced with new piles. All correction costs shall be paid by the Contractor.

Any pile heaved or displaced by the subsequent installation of adjacent piles shall be re-driven at the Contractor's expense.

##### **6-05.3(11)C Preparation for Driving**

Section 6-05.3(11)C is deleted in its entirety and replaced with the following:

When planning for pile installation, the Contractor shall consider potential subsurface conditions. A formal geotechnical analysis has not been performed for the project site, and subsurface mapping will not be provided.

The Contracting Agency has provided wood for timber piles. The logs from which individual pile shall be cut are stockpiled in 30-foot lengths. The Contractor shall cut logs down to approximately 14'-16' lengths to fit individual structure location needs and achieve necessary embedment. It is the responsibility of the Contractor to minimize the number of cuts necessary

and to coordinate closely with the Engineer regarding lengths required for individual structures. Waste of Contracting Agency provided wood for timber piles due to the Contractor incorrectly or inefficiently cutting logs shall become the responsibility of the Contractor in the form of a credit applied to the Contract. Prior to pile installation, the Contractor shall clearly mark the target embedded depth as measured from the tip end of the pile; marking shall occur after any trimming of the pile has occurred. Shortening of piles beyond the specified design pile length shall be minimized; piles shall be shortened a maximum of one foot beyond the design pile length during squaring, trimming, and/or chamfering.

#### **6-05.3(11)D Achieving Minimum Tip Elevation and Bearing**

Section 6-05.3(11)D is deleted in its entirety and replaced with the following:

The Contractor shall use all “normal means” necessary to ensure that the specified pile embedment is achieved, and the timber pile is not damaged. “Normal means” vibratory or impact driving, or driving by applied force.

If, following implementation of all “normal means” a pile is not installed to the depths and tolerances as specified, consult the Engineer. If target depths are not achieved, the Engineer shall specify an appropriate remedy. This may involve installing additional piles or ballast materials in locations and to depths specified by the Engineer, using the materials available on site.

#### **6-05.3(11)F Pile Damage**

This section is revised to read:

Should damage to piles occur during installation due to regular means of installation, the Contractor shall not be held liable for the cost of a replacement pile, but shall transport from a staging area and install a replacement pile in place of the damaged pile.

Pile heads which have been broomed, rolled, or otherwise significantly damaged as determined by the Engineer shall be cut back to undamaged material before proceeding with driving as well as final acceptance of the pile.

#### **6-05.3(11)G Pile Cutoff**

Section 6-05.3(11)G is deleted in its entirety and replaced with the following:

Upon successful installation of piles, pile tops exposed above ground shall be trimmed at the Contracting Officer or Engineer’s discretion to facilitate construction and structure performance. The length of trimming for each pile will vary depending on site conditions.

#### **6-05.3(13) Treatment of Timber Pile Heads**

Section 6-05.3(13) is deleted in its entirety and replaced with the following:

No preservatives shall be applied to pile heads.

#### **6-05.4 Measurement**

Section 6-05.4 is deleted in its entirety and replaced with the following:

Installing timber piles will not be measured.

**6-05.5 Payment**

Section 6-05.5 is deleted in its entirety and replaced with the following:

Payment for piles and pile installation is included with the payment of each channel structure or floodplain roughness structure requiring timber piles (Section 8-26). All costs in connection with field fitting, all costs for any maintenance, labor, and installation of timber piles, as well as any water quality management necessary to install the piles is considered incidental to installation of the structure.

## **Division 8 Miscellaneous Construction**

### **8-19 Vacant**

Section 8-19 is revised to read:

#### **8-19 Temporary Access and Staging**

##### **8-19.1 Description**

This Work encompasses establishing temporary staging locations and access points to all locations where project elements are to be constructed and to decommission them at the end of construction. This shall include any necessary grading, decompaction, maintenance, and other work as necessary to establish, maintain, utilize, and decommission the temporary access routes and staging areas shown on the Plans or approved alternative routes as approved by the Contracting Officer.

Access routes are to follow those shown in the Plans or as otherwise approved by the Contracting Office. Access to Site 1 is obtained via NF 7401. The routing is Highway 2 to Chumstick Highway to Eagle Creek Road to NF 7500 to NF 7401.

##### **8-19.2 Materials**

Materials shall meet the requirements of the following sections:

Bark or Wood Chip Mulch	9-14.5(3)
Seed	9-14.3

##### **8-19.3 Construction Requirements**

###### **8-19.3(1) Temporary Access Routes**

Temporary Access Routes shown on the Plans are a combination of previously established roads which will require minimal clearing as well as new unimproved Temporary Cleared Access Routes. Temporary Cleared Access Routes shall be field fit to avoid trees and existing vegetation to the extent practicable. The Contractor shall clearly stake the proposed centerline of all portions of Temporary Cleared Access Routes outside of previously established roads or current spur roads. The Contracting Officer will review the staked routes and make adjustments as necessary based on existing site conditions. No clearing or trimming of any vegetation is allowed until the staking of the Temporary Cleared Access Routes has been approved.

The Contractor shall regularly monitor all access routes for rutting, erosion, and any other damage. Rutting shall be addressed through placement of bark or wood chip mulch. Any import of bark or wood mulch is incidental to this bid item. The Contractor may also utilize vegetative material generated onsite as a result of clearing for temporary access.

###### **8-19.3(2) Temporary Staging Areas**

One primary and two secondary Temporary Staging Areas are shown on the Plans and are available



for use to store equipment, vehicles, materials, and other supplies during the course of the Work; vehicles and equipment may only be staged at the primary staging area shown on the Plans, materials may be staged at any of the staging areas shown. The Contractor shall clearly stake all corners of proposed staging areas in the field for review by the Contracting Officer. The Contracting Officer will review the staked corners and make adjustments as necessary based on existing site conditions. Additionally, materials are already staged in several materials-only staging areas. All refueling, washing, inspection, and other general maintenance for construction equipment and vehicles shall occur within the limits of the primary staging area. The Contractor or their employees shall not park any vehicles or stage any materials beyond the as-staked approved staging limits. No refueling or mixing of potentially environmentally harmful fluids is allowed in the two secondary staging areas. If, during construction, a portion or portions of the staging areas begin to rut, the Contractor shall import bark or wood chip mulch to stabilize the rutted area.

### **8-19.3(3) Decommissioning of Temporary Access Routes and Staging Areas**

Following completion of all wood structures and prior to demobilization the Contractor shall decommission all Temporary Cleared Access Routes as well as primary and secondary staging areas. The Contractor shall rip the disturbed ground surface of all Temporary Cleared Access Routes, temporary access routes along previously established spur roads, and temporary staging areas to a minimum depth of 12 inches and roughly grade the surface back to the approximate original ground line. The rough graded surface shall be raked or chained to ensure a friable surface free of soil clumps larger than two inches in diameter. The Contractor shall also lop and scatter vegetative material and debris generated through clearing and grubbing activities.

### **8-19.3(4) Furnishing Seed for Contracting Agency**

The Contractor shall furnish the seed mixes specified in section 9-14.3 of these Special Provisions. The Contractor shall furnish and deliver seed mix sufficient to treat 1.2 acres with the Upland Seed Mix and 0.42 acres of the Floodplain Seed Mix. Seed shall be delivered to the project site where the Contracting Agency will take custody of the seed and install the seed.

### **8-19.4 Measurement**

No unit of measurement shall apply to the lump sum bid items “Temporary Access and Staging” and “Temporary Access and Staging A1”.

### **8-19.5 Payment**

Payment for “Temporary Access and Staging” shall be full compensation for all staking, field fit modification, maintenance, and decommissioning of all Temporary Cleared Access Routes, Staging Areas, and spur roads used as access routes to perform the Work included in the base bid schedule. Payment also includes full pay for furnishing the amount of the specified seed mix. All costs associated with transporting vehicles or equipment to the primary staging area and back for maintenance and refueling shall become incidental to this bid item. Progress payments will be made as follows:

1. Fifty percent of the bid amount will be paid following the staking, review and modification if necessary, and establishment of temporary access routes and staging areas required for those items included in the base bid.
2. An additional fifty percent of the bid will be paid following decommissioning of all

temporary access routes and staging areas established to complete Work included in the base bid as described in this section.

Payment for “Temporary Access and Staging A1” shall be full compensation for all staking, field fit modification, maintenance, and decommissioning of all Temporary Cleared Access Routes and Staging Areas required to complete those bid items in the alternate bid schedule. All costs associated with transporting vehicles or equipment to the primary staging area and back for maintenance and refueling shall become incidental to this bid item when performing Work on items included in the alternate bid schedule. Full payment for this bid item will be made following acceptance of all project Work in the alternate bid schedule and decommissioning of those Temporary Cleared Access Routes and Staging Areas associated with bid items included in the alternate bid schedule.

## **8-26 Vacant**

Section 8-26 is revised to read:

### **8-26 Wood Structures**

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

This Work consists of constructing channel and floodplain roughness wood structures in and adjacent to Eagle Creek. Work under this item shall consist of furnishing rebars pins, wood stakes, and all labor, tools, and equipment necessary to install wood structures in accordance with the Plans, Standard Specifications, and these Special Provisions. Channel and floodplain roughness structures shall be placed as staked by the Engineer or Contracting Officer prior to installation; however, final placement shall be verified and may be adjusted by the Engineer or Contracting Officer. Logs shall be arranged, placed, and/or buried as indicated in the Plans. The Contractor shall anticipate that because of the irregularities of natural logs, adjustments to structure and individual log placements will be needed. These adjustments and modifications are expected, and additional payment will not be made. The Contractor shall not decommission any Temporary Cleared Access Routes for a particular location until the structure(s) installed 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 not covered under this contract and are the sole responsibility of the Contractor.

#### **8-26.2 Materials**

All wood materials, except for slash, required for construction of channel and floodplain roughness structures are provided by the Contracting Agency and are currently staged in the project area. Additional wood material, such as racking and slash are anticipated to be generated during clearing and grubbing for access and staging. All wood staged on site shall be incorporated into structures or otherwise placed as directed by the Contracting Officer; none shall remain in stockpile at project completion.

The Contracting Agency will provide all coir fabric and manila rope required to construct the debris and slash bundles shown on the Plans. Any damage or loss of material that occurs to Contracting Agency provided material shall become the Contractor’s responsibility in the form of a credit applied to the Contract.

The Contractor shall be responsible for furnishing all rebar required for log pins. Rebar shall be ½

inch diameter (Number 4) Grade 60 per ASTM A615.

The Contractor shall furnish wooden stakes for securing slash bundles. Wooden stakes shall be triangular shaped, 18-inch-long stakes with minimum dimensions of 3 inches wide by 1.5 inches deep, tapering to a point at the end of the stake.

## **8-26.3 Construction Requirements**

### **8-26.3(1) Definitions**

Wood Structures – channel structures and floodplain roughness structures shall be collectively referred to as “wood structures”.

### **8-26.3(2) Wood Placement**

The Contractor shall place specified materials in accordance with design specifications for each wood structure. This includes placement of piles, logs, logs with rootwads, slash bundles, debris bundles, loose racking material and slash, as well as any mechanical connections as shown on the Plans. Placing wood as shown on the Plans requires careful manipulation of provided material. While possible to construct wood structures using tracked excavators, specialized equipment and/or adaptors such as log loaders, grapples, or articulating buckets and heads can ease constructability. The Contractor is encouraged to carefully examine the Plans and the project site to select and utilize equipment best-suited for construction of wood structures.

All tracked equipment used for accessing individual structure locations shall be limited to 40,000 pounds operating weight and a track width less than 10 feet. Difficult construction conditions shall not be grounds for additional compensation as part of this Contract.

To place each wood structure, the Contractor may clear the adjacent area of vegetation as approved by the Contracting Officer. The Contractor shall make every effort to minimize vegetation disturbance and any material cleared as part of construction process shall be placed in front or within the structure as racking material. The work area available at each wood structure location for heavy equipment to place wood structures elements is limited, and the Contractor shall consider this when determining appropriate equipment to perform the work. Clearing of vegetation for additional work area beyond that approved by the Contracting Office shall not be performed. Native vegetation removed beyond the approved work limits shall be replaced in-kind by the Contractor at the Contractor's sole expense.

The Contractor shall be responsible for acquiring slash needed to construct and place slash bundles and slash blankets according to the plans. An unknown quantity of slash will be available on site within stockpiles left by the landowner as well as generated from access and staging construction. The Contractor shall furnish the total amount of slash needed for the project through a combination of on-site sources and outside sources arranged by the Contractor and approved by the contracting agency. Only slash imported and delivered to the site will be payable per cubic yard imported.

The Contractor shall be responsible for constructing and placing slash bundles where required in the Plans. Slash bundles shall be constructed by wrapping coir fabric around slash material (e.g. sapling trees and smaller branches with diameters varying from 0.5 – 3 inches and lengths of 3 – 6 feet). Include small vegetation debris (leaves, twigs, duff, and local debris) to minimize void spaces. Wrap coir fabric around the debris, compressing the debris and minimizing void spaces, then use manila

rope to tightly cinch the bundle in an approximate cylindrical shape with a diameter of 2 – 3 feet and a length of 4 to 6 feet when finished.

The Contractor shall be responsible for constructing and placing slash blankets where required in the Plans. Slash blankets shall be completed at each channel structure location in the first layer. Additional slash blanket locations may be specified by the Contracting Officer depending on site conditions. Construct slash blankets by first laying out a length of coir fabric approximately 25 feet in length, parallel with the direction of flow. Layer slash material over the upstream half of the coir fabric, leaving a 3-foot tail for securing the bundle. Wrap the remaining fabric over the top of the layered slash and pull taut before securing to the channel bed with wooden stakes as shown on the Plans.

### **8-26.3(3) Acceptance**

All channel structures shall be reviewed and accepted by the Engineer prior to demobilization. Minimum criteria for acceptance of channel structures are:

1. Stream stage upstream of the structure shall increase by a minimum of 12 inches after structure installation. The Contractor shall measure and mark stream stage immediately upstream of each structure site before commencing construction of each structure. After construction, stage shall be measured again to confirm that the structure is holding water as designed. Exceptions may be made by the Contracting Officer if the stream is dry.
2. The structure shall block a minimum of 85% of the channel's cross-sectional area and 100% of the channel width. Channel width shall be measured as the open area between the banks at the top of the completed structure. Cross-sectional area shall be measured as the average of the channel width (at the top of the structure) and the distance between the toe of each bank multiplied by the average bank height (vertical distance from channel bed at the toe to the bank to the top of the bank).

### **8-26.4 Measurement**

"Slash" shall be measured by the cubic yard delivered to the project site for use in wood structures as either loose slash or in slash bundles or slash blankets.

Measurement for "Channel Structure \_\_\_\_" will be per each structure installed and approved by the Engineer.

Measurement for "Floodplain Structure \_\_\_\_" will be per each structure installed and approved by the Engineer.

### **8-26.5 Payment**

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

"Slash", per cubic yard delivered.

"Channel Structure \_\_\_\_", per each.

"Floodplain Structure \_\_\_\_", per each.

The unit contract price paid for “Channel Structure \_\_\_\_\_” and “Floodplain Structure \_\_\_\_\_” shall include full compensation for furnishing all labor, materials (except wood, coir fabric, and manila rope), tools, equipment and incidentals for completing all Work required for installation as described in the Plans, and these Special Provisions which may include, but is not limited to the following: temporarily staging logs, racking, and slash material; hauling, and placement of any additional necessary materials as shown on the Plans; excavation and backfill associated with placement of logs, physically placing logs and driving pile as required, placement of racking material, final grading for a smooth transition, and other Work that may be needed. No payment shall be made until the Contracting Officer has reviewed and approved a completed wood 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.

## Division 9 Materials

### 9-14.3 Seed

Supplement this section with the following:

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

The following seed mixes shall be supplied when required in the Plans or these Special Provisions:

Upland Seed Mix		
<i>Species</i>	<i>Common Name</i>	<i>Pounds of Pure Live Seed/Acre</i>
<i>Achillea millefolium</i>	Western Yarrow	0.5
<i>Achnatherum hymenoides</i>	Indian Ricegrass	6
<i>Agropyron spicatum</i>	Bluebunch Wheatgrass	6
<i>Bromus carinatus</i>	Mountain Brome	0.5
<i>Elymus glaucus</i>	Wild Rye	0.5
<i>Festuca idahoensis</i>	Idaho Fescue	3
<i>Linum lewisii</i>	Prairie Flax	0.25
<i>Lomatium dissectum</i>	Desert Parsley	1
<i>Lomatium nudicaule</i>	Barestem Biscuitroot	1
<i>Lupinus sericeus</i>	Silky Lupine	0.25
<i>Triticum aestivum x secale cereale</i>	Sterile Triticale	20
<i>Poa secunda</i>	Sandberg Bluegrass	6

Floodplain Seed Mix		
<i>Species</i>	<i>Common Name</i>	<i>Pounds of Pure Live Seed/Acre</i>
<i>Agrostis scabra</i>	Hair Bentgrass	0.5
<i>Deschampsia cespitosa</i>	Tufted Hairgrass	1
<i>Erigeron speciosus</i>	Aspen Fleabane	0.75
<i>Festuca rubra var. rubra</i>	Red Fescue	2
<i>Juncus tenuis</i>	Slender Rush	0.5
<i>Triticum aestivum x secale cereale</i>	Sterile Triticale	20

Add the following new section:

### 9-37 Wood Structure Construction Materials

#### 9-37.1 Slash

Slash shall consist of dense vegetative debris including, but not limited to, small trees, blasted or pushed-out stumps, chunks, broken tops, limbs, branches, brush, or saplings. Slash shall be any non-invasive species. Length of individual pieces of slash may vary between 2-10 ft, with 50% of the material at a length of 4 ft or longer. Thickness of slash pieces as measured at the butt (larger) end may vary from 3/4" – 6" diameter, with 55% 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 570 lbs per CY.

**Table 1. Slash composition**

Distribution	Diameter
30%	$\frac{3}{4}$ " – 2"
55%	2" – 3"
15%	3" – 6"



*Figure 1. Photo example of acceptable slash.*

**Appendices**

(January 2, 2012)

The following appendices are attached and made a part of this Contract:

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## APPENDIX A: Permits

WDFW Hydraulic Project Approval  
Weyerhaeuser Use Permit

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**(January 13, 2021)****Standard Plans**

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective September 30, 2020, is made a part of this contract.

The Standard Plans are revised as follows:

A-50.10

DELETED

A-50.20

DELETED

A-50.30

DELETED

A-50.40

DELETED

B-90.40

Valve Detail – DELETED

C-1a

DELETED

C-8

Add new Note 5, “5. Type 2 Barrier and Barrier Terminals are allowed in temporary installations only. New Type 2 Barrier and Barrier Terminals are not allowed to be fabricated after December 31, 2019. The plan is provided as a means to verify that any Type 2 barrier and Barrier Terminals fabricated prior to December 31, 2019 meets the plan requirements and cross-sectional dimensions as specified in Standard Specifications 6-10.3(5).”

C-8a

Add new Note 2, “2. Type 4 Barrier and Barrier Transition are allowed in temporary installations only. New Type 4 Barrier and Barrier Transition are not allowed to be fabricated after December 31, 2019.



The plan is provided as a means to verify that any Type 4 barrier and Barrier Transition fabricated prior to December 31, 2019 meets the plan requirements and cross-sectional dimensions as specified in Standard Specifications 6-10.3(5).”

C-8b

DELETED

C-8c

DELETED

C-8f

DELETED

C-16a

DELETED

C-20.10

The following table is added:

<b>SLOPE \ EMBANKMENT TABLE (FOR 8', 9', 11' LONG POSTS)</b>		
<b>POST LENGTH</b>	<b>SLOPE</b>	<b>W (FT)</b>
8-FOOT	1H : 1V OR FLATTER	2.5 MIN.
8-FOOT	2H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
9-FOOT	1.5H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
11-FOOT	1H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)

C-20.11

DELETED

C-20.19

DELETED

C-40.16

DELETED

C-40.18

DELETED

C-80.50

DELETED

C-85.14

DELETED

C-85.15

SECTION B detail, the callout reading “ANCHOR BOLT (TYP.) ~ SEE DETAIL, STANDARD PLAN C-8b”, is revised to read “ANCHOR BOLT (TYP.) ~ SEE DETAIL IN PLANS”.

SECTION B detail, the callout reading “ANCHOR PLATE (TYP.) ~ SEE STANDARD PLAN J-8b”, is revised to read “ANCHOR PLATE (TYP.) ~ SEE DETAIL IN PLANS”.

D-2.14

DELETED

D-2.16

DELETED

D-2.18

DELETED

D-2.20

DELETED

D-2.42

DELETED

D-2.44

DELETED

D-2.46

DELETED

D-2.48

DELETED

D-2.82

DELETED

D-2.86

DELETED

D-10.10

Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15

Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45

Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30

STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

G-20.10

SIGN INSTALLATION BEHIND TRAFFIC BARRIER detail, dimension callout “3’ MIN.”, is revised to read “5’ MIN.”.

H-70.20

Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

H-70.30

DELETED

J-10.16

Key Note 14, reads: “Mounting Hole ~ See Standard Plan J-10.30 for mounting Details.” Is revised to read: “Mounting Hole ~ See Standard Plan J-10.14 for mounting Details.”

General Note 12, reads: “See Standard Plan J-10.30 for pole installation details.” Is revised to read: “See Standard Plan J-10.14 for pole installation details.”

J-10.17

Key Note 16, reads: "Mounting Hole ~ See Standard Plan J-10.?? for mounting Details." Is revised to read: "Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."

General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is revised to read: "See Standard Plan J-10.14 for pole installation details."

#### J-10.18

Key Note 12, reads: "Mounting Hole ~ See Standard Plan J-10.20 for mounting Details." Is revised to read: "Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."

General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is revised to read: "See Standard Plan J-10.14 for pole installation details."

#### J-20.26

Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton post."

#### J-20.16

View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

#### J-21.10

Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)"

Detail F, callout, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

#### J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

#### J-21.16

Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

#### J-22.15

Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"

(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-28.60

Note 1 “See Standard Plans C-8b and C-85.14 for foundation and anchor bolt details.” is revised to read “See contract for anchor bolt details. See Standard Plan C-85.15 for foundation details.”

J-40.10

Sheet 2 of 2, Detail F, callout, “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 12” S. S. FLAT WASHER” is revised to read; “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 1/2” (IN) S. S. FLAT WASHER”

J-40.36

Note 1, second sentence; “Finish shall be # 2B for backbox and # 4 for the cover.” Is revised to read; “Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37

Note 1, second sentence; “Finish shall be # 2B for backbox and # 4 for the cover.” Is revised to read; “Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-75.20

Key Notes, note 16, second bullet point, was: “1/2” (IN) x 0.45” (IN) Stainless Steel Bands”, add the following to the end of the note: “Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware.”

J-81.10

All references to “Type 170 Controller” are replaced with “Controller”.

L-40.10

DELETED

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-60.10-03.....12/23/14
A-10.20-00.....10/5/07	A-40.00-00.....8/11/09	A-60.20-03.....12/23/14
A-10.30-00.....10/5/07	A-40.10-04.....7/31/19	A-60.30-01.....6/28/18
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.40-00.....8/31/07
A-30.10-00.....11/8/07	A-40.20-04.....1/18/17	
A-30.30-01.....6/16/11	A-40.50-02.....12/23/14	
B-5.20-03.....9/9/20	B-30.50-03.....2/27/18	B-75.20-02.....2/27/18
B-5.40-02.....1/26/17	B-30.60-00.....9/9/20	B-75.50-01.....6/10/08
B-5.60-02.....1/26/17	B-30.70-04.....2/27/18	B-75.60-00.....6/8/06
B-10.20-02.....3/2/18	B-30.80-01.....2/27/18	B-80.20-00.....6/8/06
B-10.40-01.....1/26/17	B-30.90-02.....1/26/17	B-80.40-00.....6/1/06
B-10.70-01.....9/9/20	B-35.20-00.....6/8/06	B-85.10-01.....6/10/08
B-15.20-01.....2/7/12	B-35.40-00.....6/8/06	B-85.20-00.....6/1/06
B-15.40-01.....2/7/12	B-40.20-00.....6/1/06	B-85.30-00.....6/1/06
B-15.60-02.....1/26/17	B-40.40-02.....1/26/17	B-85.40-00.....6/8/06

B-20.20-02.....3/16/12	B-45.20-01.....7/11/17	B-85.50-01.....6/10/08
B-20.40-04.....2/27/18	B-45.40-01.....7/21/17	B-90.10-00.....6/8/06
B-20.60-03.....3/15/12	B-50.20-00.....6/1/06	B-90.20-00.....6/8/06
B-25.20-02.....2/27/18	B-55.20-02.....2/27/18	B-90.30-00.....6/8/06
B-25.60-02.....2/27/18	B-60.20-02.....9/9/20	B-90.40-01.....1/26/17
B-30.05-00.....9/9/20	B-60.40-01.....2/27/18	B-90.50-00.....6/8/06
B-30.10-03.....2/27/18	B-65.20-01.....4/26/12	B-95.20-01.....2/3/09
B-30.15-00.....2/27/18	B-65.40-00.....6/1/06	B-95.40-01.....6/28/18
B-30.20-04.....2/27/18	B-70.20-00.....6/1/06	
B-30.30-03.....2/27/18	B-70.60-01.....1/26/17	

B-30.40-03.....2/27/18

C-1.....9/9/20	C-20.42-05.....7/14/15	C-70.10-02.....9/16/20
C-1b.....9/9/20	C-20.45-02.....8/12/19	C-75.10-02.....9/16/20
C-1d.....10/31/03	C-22.16-07.....9/16/20	C-75.20-02.....9/16/20
C-2c.....8/12/19	C-22.40-08.....9/16/20	C-75.30-02.....9/16/20
C-4f.....8/12/19	C-22.45-05.....9/16/20	C-80.10-02.....9/16/20
C-6a.....10/14/09	C-23.60-04.....7/21/17	C-80.20-01.....6/11/14
C-7.....6/16/11	C-24.10-02.....8/12/19	C-80.30-01.....6/11/14
C-7a.....6/16/11	C-25.20-06.....7/14/15	C-80.40-01.....6/11/14
C-8.....2/10/09	C-25.22-05.....7/14/15	C-85.10-00.....4/8/12
C-8a.....7/25/97	C-25.26-04.....8/12/19	C-85.11-01.....9/16/20
C-20.10-06.....9/16/20	C-25.30-00.....6/28/18	C-85.15-01.....6/30/14
C-20.14-04.....8/12/19	C-25.80-05.....8/12/19	C-85.16-01.....6/17/14
C-20.15-02.....6/11/14	C-60.10-01.....9/24/20	C-85.18-01.....6/11/14
C-20.18-03.....8/12/19	C-60.20-00.....9/24/20	C-85.20-01.....6/11/14
C-20.40-07.....8/12/19	C-60.30-00.....9/24/20	
C-20.41-02.....8/12/19	C-60.70-00.....9/24/20	

D-2.04-00.....11/10/05	D-2.80-00.....11/10/05	D-6.....6/19/98
D-2.06-01.....1/6/09	D-2.84-00.....11/10/05	D-10.10-01.....12/2/08
D-2.08-00.....11/10/05	D-2.88-00.....11/10/05	D-10.15-01.....12/2/08
D-2.32-00.....11/10/05	D-2.92-00.....11/10/05	D-10.20-01.....8/7/19
D-2.34-01.....1/6/09	D-3.09-00.....5/17/12	D-10.25-01.....8/7/19
D-2.36-03.....6/11/14	D-3.10-01.....5/29/13	D-10.30-00.....7/8/08
D-2.60-00.....11/10/05	D-3.11-03.....6/11/14	D-10.35-00.....7/8/08
D-2.62-00.....11/10/05	D-3.15-02.....6/10/13	D-10.40-01.....12/2/08
D-2.64-01.....1/6/09	D-3.16-02.....5/29/13	D-10.45-01.....12/2/08
D-2.66-00.....11/10/05	D-3.17-02.....5/9/16	
D-2.68-00.....11/10/05	D-4.....12/11/98	

E-1.....2/21/07	E-4.....8/27/03	
E-2.....5/29/98	E-4a.....8/27/03	
F-10.12-04.....9/24/20	F-10.62-02.....4/22/14	F-40.15-04.....9/25/20
F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-03.....6/29/16
F-10.18-02.....9/24/20	F-30.10-04.....9/25/20	F-45.10-02.....7/15/16
F-10.40-04.....9/24/20	F-40.12-03.....6/29/16	F-80.10-04.....7/15/16
F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	
G-10.10-00.....9/20/07	G-25.10-05.....9/16/20	G-95.10-02.....6/28/18
G-20.10-02.....6/23/15	G-26.10-00.....7/31/19	G-95.20-03.....6/28/18
G-22.10-04.....6/28/18	G-30.10-04.....6/23/15	G-95.30-03.....6/28/18
G-24.10-00.....11/8/07	G-50.10-03.....6/28/18	
G-24.20-01.....2/7/12	G-90.10-03.....7/11/17	
G-24.30-02.....6/28/18	G-90.11-00.....4/28/16	
G-24.40-07.....6/28/18	G-90.20-05.....7/11/17	
G-24.50-05.....8/7/19	G-90.30-04.....7/11/17	
G-24.60-05.....6/28/18	G-90.40-02.....4/28/16	
H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-01.....2/7/12
H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-01.....2/16/12
H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	
I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
I-30.10-02.....3/22/13	I-30.30-02.....6/12/19	I-50.20-01.....6/10/13
I-30.15-02.....3/22/13	I-30.40-02.....6/12/19	I-60.10-01.....6/10/13
I-30.16-01.....7/11/19	I-30.60-02.....6/12/19	I-60.20-01.....6/10/13
I-30.17-01.....6/12/19	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16
J-10.....7/18/97	J-28.40-02.....6/11/14	J-60.13-00.....6/16/10
J-10.10-04.....9/16/20	J-28.42-01.....6/11/14	J-60.14-01.....7/31/19
J-10.12-00.....9/16/20	J-28.43-01.....6/28/18	J-75.10-02.....7/10/15
J-10.14-00.....9/16/20	J-28.45-03.....7/21/16	J-75.20-01.....7/10/15
J-10.15-01.....6/11/14	J-28.50-03.....7/21/16	J-75.30-02.....7/10/15
J-10.16-01.....9/16/20	J-28.60-02.....7/21/16	J-75.40-02.....6/1/16
J-10.17-01.....9/16/20	J-28.70-03.....7/21/17	J-75.41-01.....6/29/16
J-10.18-01.....9/16/20	J-29.10-01.....7/21/16	J-75.45-02.....6/1/16
J-10.20-03.....9/16/20	J-29.15-01.....7/21/16	J-80.10-00.....6/28/18
J-10.21-01.....9/16/20	J-29.16-02.....7/21/16	J-80.15-00.....6/28/18
J-10.22-01.....9/16/20	J-30.10-00.....6/18/15	J-81.10-01.....9/16/20
J-10.25-00.....7/11/17	J-40.05-00.....7/21/16	J-86.10-00.....6/28/18
J-12.15-00.....6/28/18	J-40.10-04.....4/28/16	J-90.10-03.....6/28/18
J-12.16-00.....6/28/18	J-40.20-03.....4/28/16	J-90.20-03.....6/28/18
J-15.10-01.....6/11/14	J-40.30-04.....4/28/16	J-90.21-02.....6/28/18
J-15.15-02.....7/10/15	J-40.35-01.....5/29/13	J-90.50-00.....6/28/18
J-20.10-04.....7/31/19	J-40.36-02.....7/21/17	
J-20.11-03.....7/31/19	J-40.37-02.....7/21/17	
J-20.15-03.....6/30/14	J-40.38-01.....5/20/13	
J-20.16-02.....6/30/14	J-40.39-00.....5/20/13	
J-20.20-02.....5/20/13	J-40.40-02.....7/31/19	

J-20.26-01.....7/12/12	J-45.36-00.....7/21/17	
J-21.10-04.....6/30/14	J-50.05-00.....7/21/17	
J-21.15-01.....6/10/13	J-50.10-01.....7/31/19	
J-21.16-01.....6/10/13	J-50.11-02.....7/31/19	
J-21.17-01.....6/10/13	J-50.12-02.....8/7/19	
J-21.20-01.....6/10/13	J-50.13-00.....8/22/19	
J-22.15-02.....7/10/15	J-50.15-01.....7/21/17	
J-22.16-03.....7/10/15	J-50.16-01.....3/22/13	
J-26.10-03.....7/21/16	J-50.18-00.....8/7/19	
J-26.15-01.....5/17/12	J-50.19-00.....8/7/19	
J-26.20-01.....6/28/18	J-50.20-00.....6/3/11	
J-27.10-01.....7/21/16	J-50.25-00.....6/3/11	
J-27.15-00.....3/15/12	J-50.30-00.....6/3/11	
J-28.10-02.....8/7/19	J-60.05-01.....7/21/16	
J-28.22-00.....8/07/07	J-60.11-00.....5/20/13	
J-28.24-02.....9/16/20	J-60.12-00.....5/20/13	
J-28.26-01.....12/02/08		
J-28.30-03.....6/11/14		
K-70.20-01.....6/1/16		
K-80.10-02.....9/25/20		
K-80.20-00.....12/20/06		
K-80.35-01.....9/16/20		
K-80.37-01.....9/16/20		
L-10.10-02.....6/21/12	L-40.15-01.....6/16/11	L-70.10-01.....5/21/08
L-20.10-03.....7/14/15	L-40.20-02.....6/21/12	L-70.20-01.....5/21/08
L-30.10-02.....6/11/14		
M-1.20-04.....9/25/20	M-11.10-03.....8/7/19	M-40.20-00...10/12/07
M-1.40-03.....9/25/20	M-12.10-02.....9/25/20	M-40.30-01.....7/11/17
M-1.60-03.....9/25/20	M-15.10-01.....2/6/07	M-40.40-00.....9/20/07
M-1.80-03.....6/3/11	M-17.10-02.....7/3/08	M-40.50-00.....9/20/07
M-2.20-03.....7/10/15	M-20.10-03.....9/25/20	M-40.60-00.....9/20/07
M-2.21-00.....7/10/15	M-20.20-02.....4/20/15	M-60.10-01.....6/3/11
M-3.10-04.....9/25/20	M-20.30-04.....2/29/16	M-60.20-02.....6/27/11
M-3.20-03.....9/25/20	M-20.40-03.....6/24/14	M-65.10-02.....5/11/11
M-3.30-04.....9/25/20	M-20.50-02.....6/3/11	M-80.10-01.....6/3/11
M-3.40-04.....9/25/20	M-24.20-02.....4/20/15	M-80.20-00.....6/10/08
M-3.50-03.....9/25/20	M-24.40-02.....4/20/15	M-80.30-00.....6/10/08
M-5.10-03.....9/25/20	M-24.60-04.....6/24/14	
M-7.50-01.....1/30/07	M-24.65-00.....7/11/17	
M-9.50-02.....6/24/14	M-24.66-00.....7/11/17	
M-9.60-00.....2/10/09	M-40.10-03.....6/24/14	



# Appendix A

# Project Permits

## Hydraulic Project Approval



# HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
Olympia, WA 98504-3234  
(360) 902-2200

Issued Date: November 07, 2019  
Project End Date: November 05, 2024

Permit Number: 2019-2-160+01  
FPA/Public Notice Number: N/A  
Application ID: 19610

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Chelan County Natural Resources Dept ATTENTION: Mike Kaputa 411 Washington St Wenatchee, WA 98801-2854	Chelan County Natural Resource Department ATTENTION: Allison Lutes 411 Washington St Wenatchee, WA 98801-2854

**Project Name:** Eagle Creek Alluvial Water Storage

**Project Description:** This project will add 22 engineered log structures to Eagle Creek from approximately river mile (RM) 6.9 to 8.1 to encourage more naturalized conditions in the channel, improve floodplain connectivity, and improve the watershed's natural ability to store water. Eagle Creek is a tributary to Chumstick Creek, located in the Wenatchee River sub-basin and drains approximately 28 square miles from a basin-high elevation (5,810 ft) to its confluence with Chumstick Creek at an elevation of approximately 1,250 ft. This project is a part of a broader effort to increase water storage through stream restoration in the Chumstick watershed sub-basin, where dry season water quantity and quality are key issues of concern.

## PROVISIONS

### TIMING - PLANS - INVASIVE SPECIES CONTROL

- 1. TIMING LIMITATION:** You may begin the project on November 7, 2019 and you must complete the project by November 5, 2019; provided all in-water work is completed between July 1-October 31 during low flow conditions (<1cfs).
- 2. APPROVED PLANS:** You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled App B - Eagle Creek Plan Set \_10July2019.pdf, received on October 7, 2019, and all supporting documents and communications uploaded to the APPS project file; except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
- 3. INVASIVE SPECIES CONTROL:** Thoroughly clean all equipment and gear before arriving and leaving the job site to prevent the transport and introduction of aquatic invasive species. Properly dispose of any water and chemicals used to clean gear and equipment. You can find additional information in the Washington Department of Fish and Wildlife's Invasive Species Management Protocols (November 2012), available online at <http://wdfw.wa.gov/publications/01490/wdfw01490.pdf>.

### NOTIFICATION REQUIREMENTS

- 4. PRE-CONSTRUCTION CONTRACTOR MEETING:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least fourteen business days before starting work to arrange a pre-construction contractor meeting onsite. The notification must include the permittee's name, project location, starting date, and the Hydraulic Project Approval permit number.
- 5. PRE- AND POST-CONSTRUCTION NOTIFICATION:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, and again within



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seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the inspection.

6. PHOTOGRAPHS: You, your agent, or contractor must take photographs of the job site before the work begins and after the work is completed. You must upload the photographs to the post-permit requirement page in the Aquatic Protection Permitting System (APPS) or mail them to Washington Department of Fish and Wildlife at Post Office Box 43234, Olympia, Washington 98504-3234 within 30-days after the work is completed.

7. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION: If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

## STAGING, JOB SITE ACCESS, AND EQUIPMENT

8. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

9. Use existing roadways or travel paths.

10. Clearly mark boundaries to establish the limit of work associated with site access and project activities.

11. Limit disturbance of the streambed, streambanks, and their associated vegetation to the minimum amount needed to construct the project.

12. Retain all natural habitat features on the bed or banks including large woody material and boulders. You may move these natural habitat features during construction but you must place them near the pre-project location before leaving the job site.

13. Limit the use of equipment waterward of the ordinary high water line to hand tools only.

## CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

14. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.

15. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.

16. Straw used for erosion and sediment control, must be certified free of noxious weeds and their seeds.

17. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.

18. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.

19. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.

## CONSTRUCTION MATERIALS

20. Store all construction and deconstruction material in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.



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21. Do not stockpile construction material waterward of the ordinary high water line.

### IN-WATER WORK WITHOUT A BYPASS OR COFFERDAM

22. This Hydraulic Project Approval does not require the use of a cofferdam, bypass, or similar structure to separate the work area from waters of the state.

23. A temporary bypass is not required when the following circumstances exist, provided you can comply with the Hydraulic Project Approval provisions:

- a) When installing a coffer dam, bypass or similar structure would cause greater impacts to fish life than it would prevent;
- b) When the work area is in deep or swiftly flowing water;
- c) When turbidity is not a concern (i.e. the stream is dry, very slow flow);
- d) When fish can be excluded by nets or screens; or
- e) When fish are not present.

### ENGINEERED LOG WOOD STRUCTURES

24. There will be approximately 22 engineered log wood structures installed in Eagle Creek between RM 6.9 to RM 8.1, per the approved plans.

25. Use of fir, cedar, or other coniferous species is recommended for large woody material pieces.

26. As shown in the approved plans, large woody pieces will be stabilized through structural arrangement of pilings of 8" dbh or greater. This permit does not authorize the use of chain, cable, or earthen anchors.

27. The use of a vibratory and/or an impact hammer, or a water jet, is authorized for piling installation under this Hydraulic Project Approval, however a vibratory driver is preferred.

### DEMOBILIZATION AND CLEANUP

28. Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent possible.

29. Seed areas disturbed by construction activities with a native seed mix suitable for the site that has at least one quick-establishing plant species.

30. Replace native riparian zone and aquatic vegetation, and wetland vascular plants (except noxious weeds) damaged or destroyed by construction using a proven methodology.

31. Complete replanting of riparian vegetation during the first dormant season (late fall through late winter) after project completion per the approved plan. Maintain plantings for at least three years to ensure at least eighty percent of the plantings survive. Failure to achieve the eighty percent survival in year three will require you to submit a plan with follow-up measures to achieve requirements or reasons to modify requirements.

32. Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.

LOCATION #1:	Site Name: Eagle Creek , Leavenworth, WA 98826		
WORK START:	November 7, 2019	WORK END:	November 5, 2024
<u>WRIA</u>	<u>Waterbody:</u>	<u>Tributary to:</u>	
45 - Wenatchee	Eagle Creek (lb)	Chumstick Canyon Creek	



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<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
SW 1/4	19	25 N	19 E	47.654516	-120.518284	Chelan
<u>Location #1 Driving Directions</u>						

### APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.



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**MINOR MODIFICATIONS TO THIS HPA:** You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov). You should allow up to 45 days for the department to process your request.

**MAJOR MODIFICATIONS TO THIS HPA:** You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov). You should allow up to 45 days for the department to process your request.

### APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

**A. INFORMAL APPEALS:** WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.



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A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

Habitat Biologist  
Amanda Barg  
Amanda.Barg@dfw.wa.gov  
509-429-9285

*Amanda R Barg* for Director  
WDFW