

CONTRACT PROVISIONS

ENTIAT STILLWATERS IRRIGATION PROJECT

May 2021



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

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Chelan County Natural Resources Department

ENTIAT STILLWATERS IRRIGATION PROJECT

Bid Opening: Monday, May 24th 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:

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

Phone: 509-667-6612

Mobile: 509-699-1754

Email: pete.cruickshank@co.chelan.wa.us

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BID SUBMITTAL PACKAGE

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BIDDING CHECKLIST

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

Please check to make sure you have accomplished the following:

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

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BIDDING INSTRUCTIONS

A. BID OPENING

The Chelan County Board of County Commissioners will open sealed bids and publicly read them aloud on Monday May 24th, 2021 at 11:00 AM PDT or as soon thereafter as the matter may be heard, at the Board of Commissioners Office, Chelan County Administration Building, 400 Douglas Street Suite 201, Wenatchee, Washington, for the construction of Chelan County Natural Resources Project Entiat Stillwaters Irrigation Project in Chelan County. Sealed bids must be received by the Clerk of the Board of County Commissioners in a sealed envelope clearly marked “**BID ON ENTIAT STILLWATERS IRRIGATION 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

Entiat Stillwaters Irrigation Project

Sealed bids will be received by Chelan County at the Board of County Commissioners Chambers, Chelan County Administration Building, 400 Douglas Street, Wenatchee, Washington until Monday, May 24th, 2021 at 11:00 AM PDT for the Chelan County Natural Resources Project, “ENTIAT STILLWATERS IRRIGATION PROJECT”.

Chelan County Natural Resources Project: Entiat Stillwaters Irrigation Project, Chelan County. This Contract provides for the furnishment, assembly, installation, and start-up of two irrigation systems along the Entiat River to provide irrigation water to riparian plantings. The systems shall be installed and operable by July 2nd, 2021. 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 May 14th at 9:00 A.M.** Attendees should meet at Entiat City Park, located on Shearson Street in Entiat, Wa 98822 and proceed to the Project. 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 area is open to independent examination by prospective bidders at any time.

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 “ENTIAT STILLWATERS IRRIGATION 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 3rd day of May, 2021.

BOARD OF CHELAN COUNTY COMMISSIONERS

TIFFANY GERING, COMMISSIONER

KEVIN OVERBAY, COMMISSIONER

ATTEST:

CLERK OF THE BOARD

BOB BUGERT, COMMISSIONER

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

BID FORM

Entiat Stillwaters Irrigation 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	L.S.	1		
2	8-03	Irrigation System Installation & Startup – Area B	L.S.	1		
3	9-15	Irrigation Pump Procurement- Area B	EA	1		
4	9-15	Irrigation System Materials – Area B	L.S.	1		
5	8-03	Irrigation System Installation & Startup – Area C	L.S.	1		
6	9-15	Irrigation Pump Procurement- Area C	EA	1		
7	9-15	Irrigation System Materials – Area C	L.S.	1		
					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.

PRINT BIDDER NAME

DATE

SIGNATURE OF PRINCIPAL OR OFFICER

RECEIPT OF ADDENDA

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BID PROPOSAL FORM

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 Entiat Stillwaters Irrigation 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.

PRINT BIDDER NAME SIGNATURE OF PRINCIPAL OR OFFICER

MAILING ADDRESS CITY STATE ZIP

PRINT NAME OF SIGNATORY TITLE

TELEPHONE FAX

STATE REGISTRATION NUMBER STATE UBI NUMBER

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BID PROPOSAL BOND

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:

Entiat Stillwaters Irrigation Project: This Contract provides for the furnishment, assembly, installation, and start-up of multiple irrigation systems along the Entiat River to provide irrigation water to riparian plantings. 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 five (5) 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

PROJECT: Entiat Stillwaters Irrigation Project

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

CONTRACTOR:

NAME (Exactly as Registered)

TELEPHONE NO.

ADDRESS

CITY

STATE

ZIP

REGISTRATION NO.

EXPIRATION
DATE

FEDERAL TAX ID

UBI NO.

SOLE PROPIERTORSHIP

___ PARTNERSHIP

___ CORPORATION

JOINT VENTURE

___ LLC

PRINCIPALS:

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NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint 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

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date May 3rd, 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:

** 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

The bidder hereby certifies that is Responsible within criteria set forth in RCW 39.04.350 and RCW 39.06.020, specifically in regards to ESSHB 1673 which requires all businesses to have prevailing wage training before bidding and/or performing work on public works projects.

Online Contractor training is available at

<https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp>.

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

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

BUSINESS NAME

UNIFIED BUSINESS IDENTIFIER (UBI)

SIGNATURE OF AUTHORIZED OFFICIAL*

PRINTED NAME

**Check one option below and provide details*

Option A Labor and Industries Prevailing Wage Training Completion

L&I Prevailing Wages Training Completion Date

Option B Exemption from Training Requirement

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

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

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

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CONTRACT PROVISIONS

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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 design, material and equipment purchase, installation, system testing and startup for two above ground irrigation systems totaling 7.8 acres alongside the Entiat River collectively known as the Entiat Stillwaters. These two sites have previously had riparian plantings installed. There is currently no available electric power and no groundwater wells. The Contracting Agency has secured temporary water rights to divert water out of the Entiat River to be used for irrigation water. The systems shall be installed and operable by July 2nd, 2021. 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.

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.

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

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 automatically upon award.
Contract Provisions	2	Furnished automatically upon award.

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 Friday May 14th at 9:00 A.M. Attendees shall meet at Entiat City Park, located on Shearson Street, Entiat, WA 98822. From there the Contracting Officer will lead the group through the project areas. 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 sites are located near mile posts 17 (Area C) and 18.5 (Area B) miles up (north) the Entiat River Road traveling from the Entiat Washington. Area B is Chelan County Parcel #271914330000, Area C is Parcel #271922554480. The project areas are open to the public and independent examination by prospective bidders at any time.

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:

(July 11, 2018 APWA GSP)

Supplement the second paragraph with the following:

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

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

If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any Subcontractor to perform those items of work.

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

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

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

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

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

1-02.7 Bid Deposit

Supplement this section with the following:

(*****)

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

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.

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 Monday May 24th, 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.

1-03 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 ***5 (five)*** 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 ***10 (ten)*** additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it and the project completion date goes un-altered.

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

1-05.7 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 work plan submittals to the Contracting Agency as detailed in the respective section of the Standard Plans or the Special Provisions.

1-08.3 Project Schedule

8-03.3(1) Irrigation System Plan for each Area (B & C)

9-15.2 Pump Specifications

1-05.13 Superintendents, Labor and Equipment of Contractor *(August 14, 2013 APWA GSP)*

Delete the sixth and seventh paragraphs of this section.

1-07 Legal Relations and Responsibilities to the Public

1-07.1 Laws to be Observed *(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

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

1-07.2 State Taxes

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

1-07.2 State Sales Tax

Section 1-07.2, is replaced with the following:

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Section 1-07.2(3) is 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.

State Sales Tax — Rule 171

Section 1-07.2(1) is deleted:

State Sales Tax — Rule 170

Section 1-07.2(2) is replaced with the following:

(June 27, 2011 APWA GSP)

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.

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).

1-07.6 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. Provisions within the Temporary Water Right shall be followed. A copy of the Temporary Water Right is appended to this document.

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
Temporary Water Right	Department of Ecology	S4-33198

1-07.9 Wages

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/>.

1-07.18 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

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

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

1-07.18(3) Subcontractors

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set

forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

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

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

1-07.18(4) Verification of Coverage

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured

retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

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

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 prior to the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. Working plan submittals; and
3. A list of material sources for approval if applicable.

1-08.5 Time for Completion

This project shall be substantially complete with system startup by July 2nd, 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.

Division 8 Miscellaneous Construction

8-03 Irrigation Systems Installation & Startup

Division 8-03 is deleted in its entirety and replaced with the following:

8-03.1 Description

This Work consists of designing, furnishing, and installing two irrigation systems in accordance with these Specifications and the details shown in the Plans. Work includes installation and startup of pumps, filters, pipes, valves, tubing, meters, and sprinklers and all other equipment and materials required to effectively divert water from the Entiat River and deliver water sufficiently throughout the irrigated areas as shown on the plans.

8-03.2 Materials

Pumps, fittings, filters, pipe, and screens shall meet the requirements of Sections 9-15.

8-03.3 Construction Requirements

Location of pipe, tubing, sprinkler heads, emitters, valves, and other equipment shall be shown on the Irrigation System Plan Submittal and shall be of the size and type indicated. No excavation or trenching will be necessary, the entire system is to lay atop of the ground surface. Filters shall be adequately braced so as not to fracture the filter housing, pipe or fittings during use.

No electricity is available on either site, therefore the pumps shall be ran via combustible engine and capable of not only delivering adequate water throughout the system, but also be self-priming and able to handle silts associated with diverting river water. Upon approval of the Irrigation Plan Submittal, no changes shall be made except as approved by the Contracting Agency.

The irrigation system installed at Area B shall be capable of spreading 29,000 gallons of water across the 4.8 acres of irrigated area within one watering period, to be no more than 6 hours.

The irrigation system installed at Area C shall be capable of spreading 22,000 gallons of water across the 3 acres of irrigated area within one watering period, to be no more than 6 hours.

8-03.3(1) Layout of Irrigation System

The Contractor shall stake, flag, or lay out components of the irrigation system following the schematic design and prior final assembly. Alterations and changes in the layout may be expected in order to conform to ground conditions and to obtain full and adequate coverage of plant material with water.

8-03.3(2) Excavation

No excavation or trenching is required. All pipes shall be laid atop the ground surface to facilitate future removal.

8-03.3(3) Piping

Main lines and lateral lines shall be defined as follows:

Main Lines – All supply pipe and fittings between the water meter and the irrigation control valves.

Lateral Lines – All supply pipe and fittings between the irrigation control valves and the connections to the irrigation heads.

8-03.3(4) Jointing

During construction, pipe ends shall be plugged or capped to prevent entry of dirt, rocks, or other debris.

Any galvanized steel pipe shall have sound, clean cut, standard pipe threads well fitted. All pipes shall be reamed to the full diameter and burrs removed before assembly. Threaded galvanized steel joints shall be constructed using either a nonhardening, nonseizing multipurpose sealant or Teflon® tape or paste as recommended by the pipe manufacturer or as shown in the Plans.

Threaded galvanized steel joints shall be constructed using either a nonhardening, nonseizing multipurpose sealant or Teflon tape or paste as recommended by the pipe manufacturer. All threaded joints shall be made tight with wrenches without the use of handle extensions. Joints that leak shall be cleaned and remade with new material. Caulking or thread cement to make joints tight shall not be permitted.

PVC pipe, couplings, and fittings shall be handled and installed in accordance with the manufacturer's recommendation. The outside of the PVC pipe shall be chamfered to a minimum of 1/16 inch at approximately 22 degrees. Pipe and fittings shall be joined by solvent welding. Solvents used must penetrate the surface at both pipe and fitting, which shall result in complete fusion at the joint. Use solvent and cement only as recommended by the pipe manufacturer. Threaded PVC joints shall be assembled using Teflon tape as recommended by the pipe manufacturer.

On PVC or polyethylene-to-metal connections, work the metal connection first. Use a nonhardening compound on threaded connections. Connections between metal and PVC or polyethylene are to be threaded using female threaded PVC adapters with threaded Schedule 80 PVC nipples only.

Polyethylene pipe and fittings shall be installed in accordance with the manufacturer's recommendations. The ends of the polyethylene pipe shall be cut square, reamed smooth inside and out, and inserted to the full depth of the fitting. Clamps for insert fittings shall be

stainless steel.

8-03.3(5) Installation

Irrigation sprinkler heads, unless otherwise specified, shall be placed on risers approximately 12-16 inches above finished grade.

Flow control valves, and pressure reducing valves shall be installed in appropriately sized valve boxes or otherwise protected. Manual control valves and pressure reducing valves installed together shall be in an appropriately sized box with 3 inches of clearance on all sides.

Final position of valve boxes, capped sleeves, and quick coupler valves shall be above finished grade or mulch.

Valves, quick couplers, and hose bibs shall have 3 inches of clearance on all sides.

8-03.3(6) Electrical Wire Installation

Delete this section, no electrical wire installation required.

8-03.3(7) Flushing and Testing

Any gauges used in the testing of water pressures shall be certified as accurate by an independent testing laboratory immediately prior to use on the project. Gauges shall be retested when required by the Contracting Agency.

Main Line Flushing – All main supply lines shall receive two fully open flushings to remove debris that may have entered the line during construction: the first before placement of valves and the second after placement of valves and prior to testing.

Lateral Line Flushing – All lateral lines shall receive one fully open flushing prior to placement of sprinkler heads, emitters, and drain valves. The flushing shall be of sufficient duration to remove all dirt or debris that has entered the lateral lines during construction.

The Contractor shall correct and retest lateral line installations that have been rejected. Throughout the life of the Contract, the Contractor shall repair, flush, and test, all main and lateral lines that have sustained a break or disruption of service during transportation or installation. Upon restoration of the irrigation system, the affected lines shall be brought up to operating pressure. The Contractor shall then conduct a thorough inspection of all sprinkler heads, emitters, etc., located downstream of the break or disruption of service, and make all needed repairs to ensure the entire irrigation system is operating properly.

8-03.3(8) Adjusting System

Before final inspection, the Contractor shall adjust and balance all sprinklers to provide adequate and uniform coverage. Spray patterns shall be balanced by adjusting individual sprinkler heads with the adjustment screws or replacing nozzles to produce a uniform pattern.

8-03.3(9) Backfill

Delete this section, no backfill is required.

8-03.3(10) As Built Plans

Upon Physical Completion of the Work, the Contractor shall submit As Built Plans consisting of corrected shop drawings, operation diagrams, or other details necessary to show the Work as constructed including the actual installed locations of the irrigation system(s) equipment including, but not limited to, pumps, filters, water meters, controllers, valves, heads, and other equipment. These drawings shall be on sheets conforming in size to the provisions of Section 1-05.3. All drawings must be complete and legible.

Any corrections and additions ordered by the Contract Officer shall be made by the Contractor prior to acceptance. The Contractor shall provide the Contracting Agency with 2 copies of parts lists, catalog cuts, and service manuals for all equipment installed on the project.

8-03.3(11) System Operation

The irrigation system shall be completely installed, tested, and operable prior to issuance of Substantial Completion. The Contractor shall be fully responsible for all maintenance, repair, testing, inspecting, startup, and training of Contracting Agency Staff of the entire system until all Work is considered complete as determined by the final inspection specified in Section 1-05.11. The final inspection of the irrigation system will coincide with the end of the Contract.

8-03.3(12) Cross Connection Control Device Installation

Delete this section. No Cross Connection Control Devices are required.

8-03.3(13) Irrigation Water Meter

Each irrigation system shall have an in-line water meter installed which will be installed on the main line after the filter and before distribution laterals. The meter shall have a visual totalizer or the facility shall be capable of totalizing the flow. The totalizer shall contain sufficient recording digits to ensure that "roll over" to zero does not occur before the next recording period.

8-03.3(14) Irrigation Electrical Service

Delete this Section.

8-03.4 Vacant

8-03.5 Payment

Payment will be made for the following Bid items when included in the Proposal:

"Irrigation System Installation & Startup – Area _", lump sum.

All costs for designing and installing irrigation systems where indicated on the Plans, all costs of initial inspections, flush, startup, and training of Contracting Agency staff on system operation shall be included in the lump sum price for the complete Irrigation System Installation and Startup.

As the irrigation system is installed, the payment schedule will be as follows:
Payment will be made in proportion to the amount of Work performed up to 90 percent of the unit Contract price for irrigation system when the irrigation system is completed, tested, inspected, and fully operational.

Payment shall be increased to 100 percent of the Contract price upon completion and

acceptance, training of Contracting Agency staff on operation, and submittal of As Built Plans.

“Irrigation Pump Procurement – Area ___”, each.

All costs associated with specifying and furnishment of adequate pumps for each Irrigation Area to meet irrigation system requirements including delivery, assembly, furnishment of wheel cart if pump does not come wheeled from manufacturer, and pump specification submittal are included within this bid item.

“Irrigation System Materials – Area ___”, lump sum.

The lump sum bid items “Irrigation System Materials – Area _” shall be full pay for all labor, materials, equipment, freight, and other incidentals required to furnish, deliver, and temporarily stage all pipe, fittings, valves, intake screens, meters, filters, risers, and sprinkler heads for irrigation infrastructure construction for each irrigation area system (Areas B & C). The Contractor shall not be eligible for additional compensation if additional materials are required to replace materials damaged due to Contractor actions. Contractor shall submit a lump sum breakdown after receiving Contract Award with unit costs for irrigation materials as part of this bid item. Contractor may bill up to 50% of the total bid price upon ordering the materials as materials on hand, provided a distributor invoice including the itemized listing of items is submitted with the pay application. Full payment for Irrigation System Materials may be billed by the Contractor upon delivery of all materials to the work site.

Division 9 Materials

9-15 Irrigation System

All materials and equipment incorporated in the system shall be new, undamaged, of standard quality, and shall be subject to testing as specified. When the water supply for the irrigation system is from a nonpotable source, irrigation components shall have lavender indicators supplied by the equipment manufacturer.

9-15.1 Pipe, Tubing, Fittings, Filters, and Screens

Pipe shall be galvanized iron, PVC, or polyethylene.

Copper pipe or tubing shall be annealed, seamless, and conform to the requirements of ASTM B88, and shall be a minimum of Type L rating. Threaded cast brass or bronze fittings shall meet the requirements of Section 9-30.6(6).

9-15.1(1) Galvanized Pipe and Fittings

Pipe shall be standard weight, hot-dip galvanized iron or steel pipe, threaded and coupled. Pipe shall meet the requirements of ASTM A53. All pipe fittings shall be standard threaded galvanized malleable iron fittings.

9-15.1(2) Polyvinyl Chloride Pipe (PVC) and Fittings

PVC pipe and fittings shall be of PVC compound Type 1, Grade 1, conforming to ASTM D1785 Specifications. The pipe and fittings shall be approved and certified by the National Sanitation Foundation. Pipe and fittings shall be free from defects in materials, workmanship, and handling. Acceptance of the materials shall be subject to passing the designated tests per ASTM Standards.

PVC solvent weld pipe shall be of PVC 1120 material and shall have 200 psi minimum pressure rating with SDR 21 walls which conform to ASTM D2241. PVC pipe with walls heavier than SDR 21 shall be installed when noted in the Plans and specified in the Special Provisions. PVC threaded pipe shall be of PVC 1120 material and shall be schedule 80 which conforms to ASTM D1785.

PVC pipe fittings shall conform to ASTM D2466, Type I, Grades 1 or 2. Pipe may be belled on one end with the dimensions of the tapered bell conforming to ASTM D2672.

Each length of PVC pipe is to be marked with an identifying extrusion "run" number and the manufacturer's name or trade name plus the pipe size and schedule.

9-15.1(3) Polyethylene Pipe

Polyethylene pipe shall be Class 80, SDR 15, medium density polyethylene pipe, meet the requirements of ASTM D2239, conform to U.S. Commercial Standard CS-255, and be National Sanitation Foundation (NSF) approved. Thick walled polyethylene (poly) pipe shall be used in conjunction with fittings recommended by the manufacturer of the poly pipe to produce a flexible swing joint assembly between the lateral line and the irrigation head. The pipe shall be manufactured from high quality, low density virgin polyethylene material and have a minimum wall thickness of 0.10 inch and a minimum inside diameter of 0.49 inch. The pipe shall be capable of withstanding 80 psi operating water pressure at 110°F.

9-15.1(4) Filters

A minimum of one disc filter shall be installed on each main line of each irrigation system between the pump and the distribution laterals. Filters shall be appropriately sized to allow for the adequate flow rate and PSI required to operate the system, and shall at least be of equal to the main line diameter. Filter cartridge shall be made of 80 Mesh, with two additional 80 Mesh cartridges per filter furnished by the Contractor for future use by the Contracting Agency.

9-15.1(5) In-line water meter

One in-line water meter, shall be furnished and installed in accordance to the Contractor's selected main line pipe diameter, and shall be installed on each irrigation system on the main line between the pump and distribution laterals. The meter shall have a visual totalizer or the facility shall be capable of totalizing the flow. The totalizer shall contain sufficient recording digits to ensure that "roll over" to zero does not occur before the next recording period.

9-15.1(6) In-take screens

Each pump intake shall have a screen furnished and installed which complies in accordance with Washington Department of Fish and Wildlife fish screening criteria (pursuant to RCW 77.57.010). The pump intake shall be screened by one of the following:

- a) Perforated plate: 0.094 inch (maximum opening diameter).
- b) Profile bar: 0.069 inch (maximum width opening).
- c) Woven wire: 0.087 inch (maximum opening in the narrow direction).

Protection and installation of the intake in addition to the fish screen may be necessary to enable suitable pump operation and screening of silts. Any additional materials and labor required to facilitate proper intake operation are considered incidental to the contract.

9-15.2 Pumps

One pump shall be furnished and installed per irrigation site. The pump shall be selected by the Contractor in accordance with the design of the irrigation system it is to serve. Pumps shall be powered by combustion engine (IE gas or diesel) as there is no electricity on site. Pumps shall have either an adjustable throttle or other means to adjust flow rates. Pumps shall be mobile to facilitate seasonal install and removal; this can be achieved by either furnishing a pump that comes on a manufacturer provided wheeled base or providing a cart on which to move it.

Pumps shall be self-priming and capable of pumping water with small solids as the intake will be placed in the Entiat River. A minimum of one rigid intake hose shall accompany each pump, and be of adequate length to draw from the Entiat River during low flow and reach the pump location without relocating the pump after initial installation. Each pump shall be able to convey water to the far extents of the irrigation system it serves to operate the associated sprinkler heads within their design tolerances for flow and PSI without moving the pump location or intake. Upon contractor selection of the adequate pumps for each irrigation site, pump catalog cut sheets including make, model, and performance specifications shall be submitted to the Contracting Agency.

9-15.3 Automatic Controllers

This section is deleted. Not Automatic Controllers are required.

9-15.4 Irrigation Heads

Irrigation heads shall be of the type, pattern, and coverage to ensure full water coverage of the

irrigated field at an operating pressure determined by irrigation system design, discharging no more than the number of gallons per minute listed within the manufacturer specification or otherwise adjusted by pump flow.

Sprinkler heads shall be designed so that spray adjustments can be made by either an adjustment screw or interchangeable nozzles. Watering cores shall be easily removed without removing the housing from the pipe.

All instructions, special wrenches, clamps, tools, and equipment supplied by the manufacturer necessary for the installation and maintenance of the irrigation heads shall be turned over to the Contracting Agency upon completion and acceptance of the project.

9-15.5 Valve Boxes

All manual drain valves and manual control valves shall be installed in valve box with a vandal-resistant lid or otherwise protected from tampering.

9-15.6 Gate Valves

Valves shall be of the same size as the pipes on which they are placed and shall have union or flange connections. Service rating (for nonshock cold water) shall be 150 psi. Valves shall be of the double disk, taper seat type, with rising stem, union bonnet and hand wheel or suitable cross wheel for standard key operation. Manufacturer's name, type of valve, and size shall be imprinted or printed on the valve.

9-15.7 Control Valves

9-15.7(1) Manual Control Valves

Manual valves shall be ball or angle type, constructed of bronze or brass. Service rating shall be not less than 150 psi nonshock cold water. For valves designed for operation with a standard key, the Contractor shall furnish three suitable operating keys.

9-15.7(2) Automatic Control Valves

This section is deleted.

9-15.7(3) Automatic Control Valves With Pressure Regulator

This section is deleted.

9-15.8 Quick Coupling Equipment

Quick coupler valves shall have a service rating of not less than 125 psi for nonshock cold water. The body of the valves shall be of cast Copper Alloy No. C84400 Leaded Semi- Red Brass conforming to ASTM B584. The base of the valve shall have standard female pipe threads. The design of the valve shall be such that it will open only upon inserting a coupler key and will close as the coupler is removed from the valve. Leakage of water between the coupler and valve body when in operation shall not be accepted. The valve body receiving the coupler shall be designed with double worm slots to allow smooth action in opening and closing of the valve with a minimum of effort. Slots shall be notched at the base to hold the coupler firmly in the open position. Couplers shall be of the same material as the valve body with stainless steel double guide lugs to fit the worm slots. Couplers shall be of one piece construction with steel reinforced side handles attached. All couplers shall have standard male pipe threads at the top. Couplers shall be furnished with all quick coupler valves unless otherwise specified.

9-15.9 Drain Valves

Drain valves installed may be PVC or metal gate valve manufactured for irrigation systems. For drain valves to be operated with a standard key the Contractor shall furnish two standard operating keys per irrigation system.

9-15.10 Hose Bibs

Hose bibs shall be angle type, constructed of bronze or brass, threaded to accommodate a 3/4-inch hose connection.

9-15.11 Cross Connection Control Devices

This section is deleted, no cross connection control devices are needed.

9-15.13 Pressure Regulating Valves

Pressure regulating valves shall have a minimum of 150 psi working pressure with an adjustable outlet range of 20 to 70 psi. The valves shall be factory set as shown in the Plans. Pressure regulating valves shall be rated for safe operation at 175 psi nonshock cold water.

9-15.14 Three-Way Valves

Three-way valves shall be tight closing, three port, ball or plug type, constructed to permit straight through and 90-degree flow only. The valve shall be of bronze or approved corrosion resistant body materials and shall have a minimum of 150 psi working pressure. The head of the valve, or handle when applicable, shall be permanently marked to indicate port position. When handles are included as an integral part of the valves, the Contractor shall remove the handles and give them to the Engineer.

9-15.15 Flow Control Valves

Valve body materials shall be plastic or metal. Internal parts shall be stainless steel. Valves shall be factory set to the flows as shown in the Plans. Valves shall have no external adjustment and be tamper-proof when installed. One and one half inch and larger flow control valves shall have a minimum pressure absorption range of 3 to 50 psi.

9-15.16 Air Relief Valve

Any air relief valve installed shall automatically relieve air and break a vacuum in the serviced pipe. Body materials shall be installed exactly at all high points.

Appendices

(January 2, 2012)

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

APPENDIX A:
Temporary Water Right

CONSTRUCTION CONTRACT PACKAGE

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

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 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 demolition of **Entiat Stillwaters Irrigation Project** in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract 1 on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall complete all work indicated on the Drawings prior to July 2nd, 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)

ADDRESS

ATTEST:
Clerk of the Board

TITLE (SEAL)

SIGNATURE

EMPLOYER ID
NUMBER: _____

PRINT NAME

ATTEST:

TITLE

SIGNATURE

PRINT NAME

TITLE

***NOTE REGARDING PERFORMANCE AND PAYMENT BOND**

Under Senate Bill 5734, for public works contracts under \$150,000 that require performance and payment bonds the contractor may request the 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.

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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:

Entiat Stillwaters Irrigation Project

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

NOW, THEREFORE, we the CONTRACTOR and

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

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

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

IN WITNESS THEREOF, the said CONTRACTOR and the said surety caused this bond and 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:

NOTICE OF AWARD

DATED _____

TO _____

ADDRESS _____

PROJECT Entiat Stillwaters Irrigation Project

The CONTRACTING AGENCY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated Monday, May 3rd, 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 **five (5)** calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within **five (5)** calendar days from the date of this Notice, said CONTRACTING AGENCY will be entitled to consider all your rights arising out of the CONTRACTING AGENCY'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The CONTRACTING AGENCY will be entitled to such other rights as may be granted by law.

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

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 July 2nd, 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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CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

PROJECT: Entiat Stillwaters Irrigation Project

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

COUNTY OF: CHELAN

CONTRACT FOR: Irrigation System Install
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

PROJECT: Entiat Stillwaters Irrigation Project

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

COUNTY OF: CHELAN

CONTRACT FOR: Irrigation System Install

CONTRACT

DATED: _____

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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CONSENT OF SURETY TO FINAL PAYMENT

PROJECT:	<u>Entiat Stillwaters Irrigation Project</u>	CONTRACTING AGENCY	<input type="checkbox"/>
	<u>Chelan County</u>	ENGINEER	<input type="checkbox"/>
TO	<u>Natural Resources Department</u>	CONTRACTOR	<input type="checkbox"/>
CONTRACTING	<u>411 Washington Street, Suite 201</u>	SURETY	<input type="checkbox"/>
AGENCY:	<u>Wenatchee, WA 98801</u>	OTHER	<input type="checkbox"/>

STATE OF: WASHINGTON **CONTRACT FOR:** Irrigation System Install
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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The responsibilities of the CONTRACTOR for final work items prior to Final Acceptance are as follows:

--



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

1250 W Alder St • Union Gap, WA 98903-0009 • (509) 575-2490

SENT VIA EMAIL

Original to be sent once this office resumes normal business under Washington's Safe Start reopening plan.

March 19, 2021

Chelan-Douglas Land Trust
Attn: David Morgan
P.O. Box 4461
Wenatchee, WA 98807-4461
david@cdlandtrust.org

Re: Application No. S4-33198 for Short Term Authorization for Beneficial Use of Public Water

The Department of Ecology (Ecology) received your application on November 30, 2017, requesting temporary diversion of surface water from the Entiat River. The request is for 250 gallons per minute (this is about 0.557 cubic feet per second (cfs)) for the purpose of native riparian plant restoration of 13 acres in 2021, 2022, and 2023.

The Entiat River is located within Water Resources Inventory Area 46 and is a tributary to the Columbia River. The Entiat River has instream flows set by administrative rule, WAC 173-546-060.

As of February 23, 2018, the Lower Entiat River gauge near Entiat, WA (USGS 12452990) recorded a discharge of approximately 219 cfs. Ecology must provision any new appropriations on meeting Entiat River flows.

Public Notice:

RCW 90.03.280 requires that notice of a water right application be published once a week, for two consecutive weeks, in a newspaper of general circulation in the county or counties where the water is to be stored, diverted and used. Notice of this application was published in The Wenatchee World on January 23, 2021 and January 30, 2021.

Consideration of Protests:

No protests to this water right application were received.

Your request for temporary use of this water is approved. The use of surface water under this Short Term Authorization shall take place only during the period June 15 to October 15 of 2021, 2022, and 2023.

An instantaneous quantity of 250 gpm and a total volume of 9.94 acre-feet is authorized. The authorized points of diversion are to be located on the Entiat River within the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 22, NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 14, T. 27 N., R. 19 E.W.M.

Table 1. Diversion Point Locations

Site	Legal Description
1	SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 35, T. 27 N., R. 19 E.W.M.
2	SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 22, T. 27 N., R. 19 E.W.M.
3	NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 14, T. 27 N., R. 19 E.W.M.

Water will be pumped using up to 4 small portable pumps connected to a hand hose or a micro irrigation system. Approved fish screens will be installed on the intakes.

The place of use consists of three properties. The applicant seeks to restore about 2 acres on the middle property, 7 acres on the upper property, and 4 acres on the lower property. See *Table 2* for the property locations, all within Chelan County.

Table 2. Place of Use Locations

#	Property Name	Parcel & County	Township	Range	Section	QQ Q
1	Middle	271922554480	27 N.	19 E.	22	SE
2	Upper	271914330000	27 N.	19 E.	14	SW
3	Lower	271935554195	27 N.	19 E.	35	SW NE

This authorization in no way removes the requirements for the applicant to receive permits or approval for its project from Ecology's Water Quality Program (chapter 90.48 RCW) or for hydraulic project approval from the department of Fish and Wildlife (chapter 77.55 RCW).

This Short-Term Authorization has the following conditions:

1. Instream Flow Restrictions: Use of surface water under this authorization for native plant restoration is subject to the instream flows specified in WAC 173-546-050 for USGS Gauge #12452990, located on the lower Entiat River near Entiat at River Mile 1.4. Base Flow hydrographs shall be used for definition of instream flows on days not specifically identified in WAC 173-546-050.

The base flows for the Lower Entiat River are as follows:

Table 3. Lower Entiat Base Flows

Month	Day	Lower Entiat Base Flow (cfs)
June	16-30	617
July	1-15	359
July	16-31	268
August	1-15	185
August	16-31	185

2. If the applicant fails to comply with the terms of this Short-Term Authorization it may be revoked.
3. The issuance of a Short-Term Authorization in no way guarantees a standard permit will be issued.
4. Diversion intakes shall be screened in accordance with Department of Fish and Wildlife screening criteria (pursuant to RCW 77.57.010, RCW 77.57.070, and RCW 77.57.040).

Department of Fish and Wildlife
Attention: Habitat Program
600 Capitol Way N.
Olympia, WA 98501-1091

Phone: (360) 902-2534

If you have questions about screening criteria: <http://wdfw.wa.gov/about/contact/>

5. No dam or weir shall be constructed in connection with these diversions.
6. Unless curtailed in favor of senior rights, water diverted for establishing native vegetation may take place from June 15 to October 15 in years 2021, 2022, and 2023 only.
This Short-Term Authorization expires on October 16, 2023.

7. Diversions shall be from those points identified in Table 1 above.
8. The Place of Use shall be those areas identified in Table 2 above.
9. Total diversions from all points of diversion shall not exceed 250 gpm for the irrigation of newly established native vegetation.
10. The operator(s) of the systems under this Short-Term Authorization shall:
 - Have a copy of the Short-Term Authorization.
 - Be aware of the parameters and provisions and operate accordingly.
 - Provide said copy as evidence of this Short-Term Authorization upon request by Ecology staff.

11. An approved measuring device shall be installed and maintained for each of the sources identified by this water right in accordance with the rule “Requirements for Measuring and Reporting Water Use”, WAC 173-173.

Water use data shall be recorded and shall be submitted to Ecology, Central Regional Office, Water Resources Program by January 31 of 2022, 2023, and 2024 for water use in 2021, 2022, and 2023, respectively.

12. At a minimum, the following information shall be included with the submitted water use data: owner, contact name if different, mailing address, daytime phone number, Short-Term Authorization No. S4-33198, water volume used including units of measurement, and days of use. In the future, Ecology may require additional parameters to be reported or more frequent reporting.
13. Ecology personnel, upon presentation of proper credentials, shall have access at reasonable times to the records of water use that are kept to meet the above conditions, but only to the extent otherwise allowed by law.

14. This Short-Term Authorization shall in no way excuse the permittee from compliance with any applicable federal, state, or local statutes, ordinances, or regulations including those administered by other programs of the Department of Ecology.

15. The issuance of this Short-Term Authorization does not convey a right of access to or other right to use land, which you do not legally possess. Obtainment of such a right is a private matter between the applicant and owner of that land.

If you have any questions regarding this authorization, please contact Christopher Kossik by phone at (509) 454-7872 or by email at Christopher.Kossik@ecy.wa.gov.

YOUR RIGHT TO APPEAL

You have a right to appeal this Decision to the Pollution Control Hearings Board (PCHB) within 30 days of the date of receipt of this Decision. The appeal process is governed by chapter 43.21B RCW and chapter 371-08 WAC. "Date of receipt" is defined in RCW 43.21B.001(2).

To appeal you must do all of the following within 30 days of the date of receipt of this Decision:

- File your appeal and a copy of this Decision with the PCHB (see addresses below). Filing means actual receipt by the PCHB during regular business hours.
- Serve a copy of your appeal and this Decision on Ecology in paper form - by mail or in person. (See addresses below.) E-mail is not accepted.

You must also comply with other applicable requirements in chapter 43.21B RCW and chapter 371-08 WAC.

ADDRESS AND LOCATION INFORMATION

Street Addresses	Mailing Addresses
Department of Ecology Attn: Appeals Processing Desk 300 Desmond Drive SE Lacey WA 98503	Department of Ecology Attn: Appeals Processing Desk PO Box 47608 Olympia WA 98504-7608
Pollution Control Hearings Board 1111 Israel Road SW, Suite 301 Tumwater WA 98501	Pollution Control Hearings Board PO Box 40903 Olympia WA 98504-0903

For additional information visit the Environmental Hearings Office Website: <http://www.eho.wa.gov>

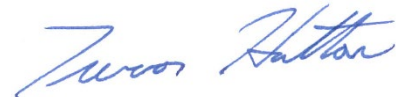
To find laws and agency rules visit the Washington State Legislature Website: <http://www.leg.wa.gov/CodeReviser>

Chelan Douglas Land Trust

March 19, 2021

Page 5 of 5

Sincerely,



Trevor Hutton, Section Manager
Water Resources Program
Central Regional Office

TH:CK:SS/210392

WRTS No. 6800842

Enclosure(s): Your Right to Be Heard
Water Measurement Requirements
Form 1 – Measuring Device Information
Form 2 – Water Use Data Collection Reporting
Telemetered Metering Options
Fish Screening Criteria

By certified mail: ***To be mailed certified once this office resumes normal business under Washington's Safe Start reopening plan.***

cc: Philip Rigdon, Director of Natural Resources Division Yakama Nation (ecc)
Lois Trevino, Office of Environmental Trust, Colville Confederated Tribes (ecc)

State of Washington

Water Measurement Device Installation and Operation Requirements

Open channel flow measuring devices

Below is a summary of the major requirements for open channel flumes, weirs and orifices. This sheet is intended to assist users in understanding the most important portions of the rule, but does not include all the requirements from the rule. For additional detail and information on requirements, see "Requirements for Measuring and Reporting Water Use"; WAC 173-173.

- At any flow rate measured by the measuring system (the measuring device plus any secondary equipment such as data recorders), the system shall register between 90% and 110% of the water actually passing through the system. Measuring facilities shall be operated and maintained to ensure that discharge can be measured accurately.
- The measuring facility shall be installed or constructed in accordance with the manufacturer's and/or designer's specifications.
- Measuring devices and facilities must register and be calibrated for the full range of discharge for which they are to be used. In determining a stage-discharge relation, the distribution of open channel flow measurements shall be sufficient to establish a full range of values for the entire stage-discharge relation.
- Rating curves shall be recalculated when there is a change in channel conditions that significantly alters flow across the control or once a year, whichever is more frequent.
- There shall be no turnouts or diversions between the source of water and the measuring devices and facilities, except for faucets or other small outlets that have a *de minimis* effect on the diversion or withdrawal. All flow diverted shall be measured as close to the point of diversion as possible.
- No withdrawal or diversion of water shall be made unless the measuring devices and facilities are in proper operating condition, except when a measuring device or facility is being repaired and a substitute measuring device or other method to measure the diversion or withdrawal is used.
- If the measuring system has no continuous stage recorder, an observer shall read the staff gage and record the reading as close in time as is practical before and after changes in regulation of flow occur.

State of Washington

Water Measurement Device Installation and Operation Requirements

Pipe flow measuring devices

Below is a summary of the major requirements for pipe flow meters. This sheet is intended to assist water users in understanding the most important portions of the rule, but does not include all the requirements from the rule. For additional detail and information on requirements, see "Requirements for Measuring and Reporting Water Use"; WAC 173-173.

- At any flow rate measured by the meter, the meter itself shall be rated by the manufacturer to register between 95% and 105% of the water actually passing through the meter.
- At any flow rate measured by the measuring system; i.e., meter plus any secondary equipment such as data recorders; the system shall register between 90% and 110% of the water actually passing through the system.
- Measuring devices and facilities must register and be calibrated for the full range of discharge for which they are to be used.
- The meter shall have a visual totalizer. The totalizer shall contain sufficient recording digits to ensure that "roll over" to zero does not occur before the next recording period.
- The meter shall be installed, inspected, maintained and calibrated in accordance with manufacturer specifications.
- The meter shall not be installed in a manner that creates an uneven velocity profile. Straight sections of pipe before and after the meter, straightening vanes or other flow conditioning devices shall be used to provide even flow through the meter as necessary.
- No withdrawal or diversion of water shall be made unless the measuring devices and facilities are in proper operating condition, except when a measuring device or facility is being repaired and a substitute measuring device or other method to measure the diversion or withdrawal is used.
- There shall be no turnouts or diversions between the source of water and the measuring devices and facilities, except for faucets or other small outlets that have a *de minimis* effect on the diversion or withdrawal.