

# CONTRACT PROVISIONS

## NASON CREEK KAHLER REACH HABITAT ENHANCEMENT PROJECT

December 2021



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

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Chelan County Natural Resources Department

# **NASON CREEK KAHLER REACH HABITAT ENHANCEMENT PROJECT**

Bid Opening: Monday, January 31<sup>st</sup>, 2022 at 11:00 AM PDT

**Notice to All Plan Holders:**

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

**Contracting Officer:**

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

Mobile: 509-670-9306

Email: [Hannah.pygott@co.chelan.wa.us](mailto:Hannah.pygott@co.chelan.wa.us)

**Project Engineer:**

Evan D'Oro  
Natural Systems Design

Mobile: (570) 687-4897

Email: [Evan.Doro@naturaldes.com](mailto:Evan.Doro@naturaldes.com)

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# **BID SUBMITTAL PACKAGE**

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## BIDDING CHECKLIST

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

Please check to make sure you have accomplished the following:

- ☐ Has a fully executed (i.e. signed) bid proposal 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 bid proposal form been properly signed?
- ☐ Have you bid on ALL ITEMS and ALL SCHEDULES?
- ☐ Have you completed the Bidder's Information Sheet?
- ☐ Have you included the Non-Collusion Declaration?
- ☐ Have you completed the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions?
- ☐ Have you completed the Certification of Compliance with Wage Payment Statutes?
- ☐ Have you completed the Certification of Compliance with Prevailing Wage Training?
- ☐ Have you completed the form regarding Bonding and Claims?
- ☐ Have you certified receipt of addenda?

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## BIDDING INSTRUCTIONS

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### A. BID OPENING

The Chelan County Board of County Commissioners will open sealed bids and publicly read them aloud on January 31<sup>st</sup>, 2022 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: Nason Creek Kahler Reach Habitat Enhancement 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 NASON CREEK KAHLER REACH HABITAT ENHANCEMENT 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 Declaration (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 with applicable project experience included;
5. Non-Collusion Declaration;
6. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions;
7. Certification of Compliance with Wage Payment Statutes; and
8. Bonding and Claims.

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 technicalities, irregularities and/or 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 experience, technical qualifications and skill;
2. The guaranteed availability of materials needed for construction;
3. 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;
4. The bidder's qualifications and eligibility to contract under applicable laws and regulations;
5. The bidder's compliance with the terms and conditions of this request for bids;
6. Any additional evaluation criteria contained in the plans, specifications and addenda; and
7. Any other information as may have a bearing on the bid.
8. 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"

#### F. CONTRACT DOCUMENTS FOLLOWING AWARD

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

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

#### G. CANCELLATION BY COUNTY

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

## INVITATION TO BID

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### Nason Creek Kahler Reach Habitat Enhancement 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 January 31<sup>st</sup>, 2022 at 11:00 AM PDT for the Chelan County Natural Resources Project, “NASON CREEK KAHLER REACH HABITAT ENHANCEMENT PROJECT”.

**Chelan County Natural Resources Project:** Nason Creek Kahler Reach Habitat Enhancement Project, Chelan County. This Contract provides for the improvement of fish and aquatic habitat in Nason Creek between River Miles (RM) 6.5 and 7.5. This Contract is associated with work at Site 1 and Site 2. The work includes, but is not limited to: temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; permanent and temporary improvements of access routes; clearing and salvage of trees and shrubs for use in Engineered Log Jam (ELJ) construction; isolation of work areas from a flowing stream channel and excavation dewatering; control of in-water turbidity; temporary bridge stream crossing; furnishing materials for and performing construction of ELJ habitat structures; seeding, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

All work must be completed within the in-water-work window occurring from July 1<sup>st</sup>, 2022 to August 8<sup>th</sup>, 2022. The estimated range of probable cost is \$718,000 to \$794,000 excluding WSST.

An **optional** Pre-Bid conference with representatives from the CONTRACTING AGENCY will be held virtually on January 21<sup>st</sup>, 2022 at 9:30 A.M. PDT. Attendees are able to attend via phone by dialing +1 (253) 215-8782 and using the pin code 83649537467# when prompted or via the web at <https://us06web.zoom.us/j/83649537467>. A minimum of one representative from each Prime Contractor that intends to submit a bid is encouraged to attend.

The project site is located within Nason Creek, adjacent to US-Highway 2. The main access road to the site is Riverside Road/United State Forest Road (FR) 6910 off of US-2 which is approximately 2.6 miles west of the intersection with State Highway 207 in Cole’s Corner, WA.

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 “NASON CREEK KAHLER REACH HABITAT ENHANCEMENT 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 27th day of December, 2021.

**BOARD OF CHELAN COUNTY COMMISSIONERS**

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TIFFANY GERING, COMMISSIONER

ATTEST:

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KEVIN OVERBAY, COMMISSIONER

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CLERK OF THE BOARD

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BOB BUGERT, COMMISSIONER

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



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## BID PROPOSAL

### Nason Creek Kahler Reach Habitat Enhancement Project

TO: Board of Chelan County Commissioners, Wenatchee, Washington

The Undersigned certify that they have examined the location of the project and read and thoroughly understand the plans, specifications and contract governing the work embraced in this improvement or as much thereof as can be completed with the money available, in accordance with the said plans, specifications, and contract, and the following schedule of rates and prices:

#### BASE BID– SITE 1

Item No.	Spec #	Description	Unit	Qty	Unit Price	Total Price
1	1-09	Mobilization (Site 1)	L.S.	1		
2	1-10	Temporary Traffic Control (Site 1)	L.S.	1		
3	7-06	Site Isolation (Site 1)	L.S.	1		
4	8-19	Temporary Access and Staging (Site 1)	L.S.	1		
5	8-26	Type 2 ELJ (Site 1)	E.A.	8		
6	8-26	Wood Acquisition, Delivery & Staging (Site 1)	L.S.	1		
7	2-01	Road Decommissioning	S.Y.	2,339		
8	2-01	Road Improvements	S.Y.	400		
9	2-01	Roadside Cleanup	L.S.	1		
10	2-05	Side Channel Connection Grading, Incl. Haul & Disposal	C.Y.	250		
11	8-02	Seeding (Site 1)	AC	3.5		
12	8-02	Bark Or Wood Chip Mulch (Site 1)	CY	223		
<b>BASE BID - SITE 1 TOTAL</b>						

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

**Additive A1**

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

<b>ADDITIVE A1 - SITE 2</b>						
<b>Item No.</b>	<b>Spec #</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
13	1-09	Mobilization (Site 2)	L.S.	1		
14	1-10	Temporary Traffic Control (Site 2)	L.S.	1		
15	7-06	Site Isolation (Site 2)	L.S.	1		
16	8-19	Temporary Access and Staging (Site 2)	L.S.	1		
17	8-26	Type 1 ELJ	E.A.	1		
18	8-26	Type 2 ELJ (Site 2)	E.A.	9		
19	8-26	Wood Acquisition, Delivery & Staging (Site 2)	L.S.	1		
20	8-02	Seeding (Site 2)	AC	0.8		
21	8-02	Bark or Woodchip Mulch (Site 2)	CY	398		
<b>ADDITIVE A1 - SITE 2 TOTAL</b>						

The aforementioned sum is hereby designated the Total Additive A1 Bid. The Total Additive A1 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.

**TOTALS**

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

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

\_\_\_\_\_  
DATE

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

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## BID PROPOSAL DECLARATION

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To the Chelan County Board of County Commissioners:

The undersigned Bidder hereby certifies that the Bidder has examined the sites upon which the Work is to be performed and has read and thoroughly understands the plans, specifications, addenda and contract governing the work, the manner by which payment will be made for such work and time in which to attain Substantial Completion for the Nason Creek Kahler Reach Habitat Enhancement Project.

The Bidder hereby acknowledges receipt of Addendum No. 1\_\_, No. 2\_\_, No. 3\_\_, No. 4\_\_, No. 5\_\_.

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

The undersigned hereby agrees to the indemnification requirements of Section 1-07.28 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

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KNOW ALL PERSONS BY THESE PRESENTS:

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

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

Nason Creek Kahler Reach Habitat Enhancement Project: This Contract provides for the improvement of \*\*\* fish and aquatic habitat in Nason Creek between River Miles (RM) 6.5 and 7.5. This Contract is associated with work at Site 1 and Site 2. The work includes, but is not limited to: temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; permanent and temporary improvements of access routes; clearing and salvage of trees and shrubs for use in Engineered Log Jam (ELJ) construction; isolation of work areas from a flowing stream channel and excavation dewatering; control of in-water turbidity; temporary bridge stream crossing; furnishing materials for and performing construction of ELJ habitat structures; seeding, \*\*\* and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

NOW, THEREFORE, if the said Bid Proposal by said Principal be accepted, and the Contract be awarded to said Principal, and if said Principal shall duly make and enter into and execute said Contract and shall furnish bond as required by the Chelan County Commissioners within a period of ten (1) 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:** Nason Creek Kahler Reach Habitat Enhancement 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:

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

**MINIMUM OF THREE SIMILAR PROJECTS COMPLETED BY CONTRACTOR WITHIN THE LAST 5 YEARS. PROJECTS QUALIFIED AS SIMILAR OUTLINED IN SECTION 1-02.1(2) (USE ADDITIONAL SHEET IF NECESSARY).**

Project Name	Contracting Agency	Completion Date
1.		
2.		
3.		
4.		

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## NON-COLLUSION DECLARATION

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**I, 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.

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

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

Date \_\_\_\_\_

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

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

### NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1.800.424.9071

The U.S. Department of Transportation (USDOT) operates the above tollfree “hotline” Monday through Friday, 8:00 AM to 5:00 PM, Eastern Standard Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

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

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## SUBCONTRACTOR LIST

*Prepared in compliance with RCW 39.30.060 as amended*

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

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

### SECTION A. OWNER REQUIRED SUBCONTRACTOR LIST

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

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

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

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

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

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

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

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## CERTIFICATION REGARDING DEBARMENT

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

### BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE

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

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

Date \_\_\_\_\_

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



## CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

---

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

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

---

BIDDER’S BUSINESS NAME

---

SIGNATURE OF AUTHORIZED OFFICIAL\*

---

PRINTED NAME

---

TITLE

---

DATE

---

CITY

---

STATE

*Check One:*

Sole Proprietorship ☐    Partnership ☐    Joint Venture ☐    Corporation ☐

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

---

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

---

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

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## CERTIFICATION OF COMPLIANCE WITH WITH PREVAILING WAGE TRAINING

---

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

Online Contractor training is available at

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

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

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

---

BUSINESS NAME

---

UNIFIED BUSINESS IDENTIFIER (UBI)

---

SIGNATURE OF AUTHORIZED OFFICIAL\*

---

PRINTED NAME

\*Check one option below and provide details

Option A ☐ Labor and Industries Prevailing Wage Training Completion

---

L&I Prevailing Wages Training Completion Date

Option B ☐ Exemption from Training Requirement

---

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

---

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

---

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

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## BONDING AND CLAIMS

---

---

BONDING COMPANY NAME (Exactly as Registered)

---

ADDRESS

---

CITY

---

STATE

---

ZIP

---

REGISTRATION BOND NO.

---

\$

---

AMOUNT

---

EXPIRATION DATE

Are there claims pending against your bond?      ☐ Yes ☐ No

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

---

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

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

---

Are there any lawsuits or unsatisfied judgments pending against you?

☐ Yes ☐ No

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

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# **CONSTRUCTION CONTRACT PACKAGE**

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



## AGREEMENT

---

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_, 2022, 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 **Nason Creek Kahler Reach Habitat Enhancement Project** in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract in Year 1 on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall complete all work indicated on the Drawings by August 8<sup>th</sup>, 2022.
4. The CONTRACTOR will resume the remaining work required by this contract in Year 2 as early as allowed by the Project Permits or as otherwise approved by the CONTRACTING AGENCY.
5. The CONTRACTOR shall attain Substantial Completion of all work by August 30<sup>th</sup>, 2022.
6. Substantial Completion of all work for each consecutive calendar day thereafter.
7. 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".
8. The CONTRACTOR shall submit applications for payment in accordance with the 2022 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.
9. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) BIDDING INSTRUCTIONS
  - (B) INVITATION TO BID
  - (C) BID PROPOSAL
  - (D) BID PROPOSAL DECLARATION
  - (E) BID PROPOSAL BOND
  - (F) BIDDER INFORMATION
  - (G) NON-COLLUSION DECLARATION
  - (H) CERTIFICATION REGARDING DEBARMENT
  - (I) CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES
  - (J) CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE TRAINING
  - (K) BONDING AND CLAIMS
  - (L) PERFORMANCE AND PAYMENT BOND
  - (M) NOTICE OF AWARD
  - (N) NOTICE TO PROCEED
  - (O) CHANGE ORDER(s)
  - (P) ADDENDA:
    - No. \_\_\_\_\_ Dated \_\_\_\_\_, 2022
    - No. \_\_\_\_\_ Dated \_\_\_\_\_, 2022
    - No. \_\_\_\_\_ Dated \_\_\_\_\_, 2022

10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors,

administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Contract in triplicate. The Contract will be effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONTRACTING AGENCY****CONTRACTOR**

---

SIGNATURE

---

SIGNATURE

---

PRINT NAME

---

PRINT NAME

---

TITLE (SEAL)

---

ADDRESS

ATTEST:  
Clerk of the Board

---

TITLE (SEAL)

---

SIGNATURE

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

---

PRINT NAME

ATTEST:

---

TITLE

---

SIGNATURE

---

PRINT NAME

---

TITLE

## PERFORMANCE AND PAYMENT BOND

---

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

---

CONTRACTOR NAME

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

### **Nason Creek Kahler Reach Habitat Enhancement Project**

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

NOW, THEREFORE, we the CONTRACTOR and

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

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

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

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

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_

TITLE \_\_\_\_\_

ATTEST (If Corporation)

WITNESSES (If Individual or Partnership)

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

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

CORPORATE SEAL

BY \_\_\_\_\_

TITLE \_\_\_\_\_

APPROVED AS TO FORM

SURETY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

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

Address of local office and agent of Surety Company is:

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

## NOTICE OF AWARD

**DATED** \_\_\_\_\_**TO** \_\_\_\_\_**ADDRESS** \_\_\_\_\_**PROJECT** Nason Creek Kahler Reach Habitat Enhancement Project

The CONTRACTING AGENCY has considered the bid submitted by you for the above described work in response to its Advertisement for Bids dated December 27<sup>th</sup>, 2021, and Information for Bidders.

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

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

If you fail to execute said Agreement and to furnish said bonds within **ten (10)** calendar days from the date of this Notice, said CONTRACTING AGENCY will be entitled to consider all your rights arising out of the CONTRACTING AGENCY'S acceptance of your bid as abandoned and as a forfeiture of your bid proposal 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
CONTRACTING OFFICER\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
TITLE

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
TITLE

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**NOTICE TO PROCEED****DATED** \_\_\_\_\_**TO** \_\_\_\_\_**PROJECT** Nason Creek Kahler Reach Habitat Enhancement Project

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, 2022, on or before \_\_\_\_\_, 2022, and you are to attain Substantial Completion, as determined by the Contracting Agency, on or before August 30<sup>th</sup>, 2022.

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

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
TITLE

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

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

<b>PROJECT:</b>	Nason Creek Kahler Reach Habitat Enhancement Project	<b>CONTRACTING AGENCY</b>	<input type="checkbox"/>
		<b>ENGINEER</b>	<input type="checkbox"/>
<b>TO</b>	Chelan County	<b>CONTRACTOR</b>	<input type="checkbox"/>
<b>CONTRACTING</b>	Natural Resources Department	<b>SURETY</b>	<input type="checkbox"/>
<b>AGENCY:</b>	411 Washington Street, Suite 201 Wenatchee, WA 98801	<b>OTHER</b>	<input type="checkbox"/>
<b>STATE OF:</b>	WASHINGTON	<b>CONTRACT FOR:</b>	
		<b>CONTRACT</b>	
<b>COUNTY OF:</b>	CHELAN	<b>DATED:</b>	

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

***Exceptions are as follows:***

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

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

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

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

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

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

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

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

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

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

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

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

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

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## CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

<b>PROJECT:</b>	Nason Creek Kahler Reach Habitat Enhancement Project	<b>CONTRACTING AGENCY</b>	<input type="checkbox"/>
			<input type="checkbox"/>
<b>TO</b>	Chelan County	<b>ENGINEER</b>	<input type="checkbox"/>
<b>CONTRACTING</b>	Natural Resources Department	<b>CONTRACTOR</b>	<input type="checkbox"/>
<b>AGENCY:</b>	411 Washington Street, Suite 201	<b>SURETY</b>	<input type="checkbox"/>
	Wenatchee, WA 98801	<b>OTHER</b>	<input type="checkbox"/>

  

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

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

*Exceptions are as follows:*

---



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### SUPPORTING DOCUMENTS ATTACHED HERETO:

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

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

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

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

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

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

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

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

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

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## CONSENT OF SURETY TO FINAL PAYMENT

**PROJECT:** Nason Creek Kahler Reach Habitat Enhancement Project

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

**STATE OF:** WASHINGTON

**COUNTY OF:** CHELAN

**CONTRACTING AGENCY**

**ENGINEER**

**CONTRACTOR**

**SURETY**

**OTHER**

☐  
☐  
☐  
☐  
☐

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

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

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

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

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

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

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

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

hereby approved of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (insert name and address of CONTRACTING AGENCY)

\_\_\_\_\_,  
CONTRACTING AGENCY, \_\_\_\_\_

as set forth in the said Surety Company's bond.

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

SURETY COMPANY NAME

Attest:

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(SEAL)

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PRINTED NAME AND TITLE

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# **SPECIAL PROVISIONS**

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## INTRODUCTION TO THE SPECIAL PROVISIONS

*(August 14, 2013 APWA GSP)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2022 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 the Amendments to the Standard Specifications and 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)*

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
- *Chelan County Standard Plans*

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

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## **Division 1 General Requirements**

### **DESCRIPTION OF WORK**

(March 13, 1995)

This Contract provides for the improvement of \*\*\* fish and aquatic habitat in Nason Creek between River Miles (RM) 6.5 and 7.5. This Contract is associated with work at Site 1 and Site 2. The work includes, but is not limited to: temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; permanent and temporary improvements of access routes; clearing and salvage of trees and shrubs for use in Engineered Log Jam (ELJ) construction; isolation of work areas from a flowing stream channel and excavation dewatering; control of in-water turbidity; temporary bridge stream crossing; furnishing materials for and performing construction of ELJ habitat structures; seeding, \*\*\* and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

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

(January 4, 2016 APWA GSP)

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

#### **Dates**

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

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

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

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

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

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

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

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

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

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

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

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

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

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the

Contract and required by law must be furnished by the Contractor before establishment of this date.

***Final Acceptance Date***

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

Supplement this Section with the following:

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

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

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

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

**Additive**

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

**Alternate**

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

**Business Day**

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

**Contract Bond**

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

**Contract Documents**

See definition for “Contract”.

**Contract Time**

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

**Notice of Award**

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

**Notice to Proceed**

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

**Traffic**

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

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

All references to Engineer and Contracting Officer are equivalent.

“Design Engineer” refers to the firm and Engineer of Record responsible for preparation of the Plans and these Special Provisions.

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

Delete this section and replace it with the following:

**1-02.1 Qualifications of Bidder**

*(January 24, 2011 APWA GSP)*

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

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

*Add the following new section:*

The Contractor shall submit a “Statement of Qualifications” with this bid for work in critical areas and habitat restoration. Contractor shall have prior experience with successful installation of at least three (3) similar projects in the last five (5) years.

Projects qualified as “similar” are defined by:

- Construction of Engineered Logjams or habitat structures within an active stream or river channel
- Placement of large timber (>18” DBH and 40’ long) into structures following the structural details of the engineer’s drawings and field-direction.
- One (1) of the projects must include the successful construction of post pile installation or a buried rootwad post-based ELJ or habitat structure design.
- Diversion, isolation, and dewatering of work areas around ELJs and habitat structures within the active river channel with flowing water. Projects shall show experience with constructing and maintaining cofferdams or similar hydraulic barriers, operating and maintaining pumps, etc.

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

**1-02.2 Plans and Specifications**

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:

<b>To Prime Contractor</b>	<b>No. of Sets</b>	<b>Basis of Distribution</b>
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(1) Examination of Plans, Specifications, and Site of Work**

Section 1-02.4 is supplemented with the following:

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

An **optional** Pre-Bid conference with representatives from the CONTRACTING AGENCY will be held virtually on January 21<sup>st</sup>, 2022 at 9:30 A.M. PDT. Attendees are able to attend via phone by dialing +1 (253) 215-8782 and using the pin code 83649537467# when prompted or via the web at <https://us06web.zoom.us/j/83649537467>. A minimum of one representative from each Prime Contractor that intends to submit a bid is encouraged to attend.

The project site is located within Nason Creek, adjacent to US-Highway 2. The main access road to the site is Riverside Road/United State Forest Road (FR) 6910 off of US-2 which is approximately 2.6 miles west of the intersection with State Highway 207 in Cole's Corner, WA.

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

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

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

No boring logs or geotechnical analysis is available for this Work. Limited subsurface information was collected along the left bank of Site 1 near the locations of proposed ELJs in November of 2020. Subsurface information was collected during the of driving nine (9) 16" butt diameter (+/-1.5") logs from Douglas-fir with a vibratory hammer, model Movax SG-100, along the riverbank above Ordinary High Water. These activities were to inform the feasibility of constructing pile-based ELJs. The maximum drive depth was 8 ft beneath the adjacent riverbed elevation, a minimum of 0.5 ft, and



an average of 5.2 ft. Subsurface materials encountered ranged from moderately stiff clay, sands and gravels, to large boulders (>36").

### **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.

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

Section 1-02.6 is supplemented with the following:

#### **Cumulative Additive Bidding**

The Bid Proposal for this Contract includes an Additive. As such the Bidder is required to submit a Base Bid and a Bid for each Additive.

#### **Bid Proposal**

The Bid Proposal includes the following:

1. **Base Bid**

The Base Bid shall include constructing all items included in the Proposal except those items contained in the Additive.

2. **Additive Bid**

a. **Additive A1 - Site 2**

Based on constructing \*\*\* all items included in the Nason Creek Kahler Reach Habitat Improvement Project within Site 2 as delineated on the Plans, excluding items contained in the Base Bid \*\*\* The Bid items for Additive A1 - Site 2 are as listed in the Bid Proposal.

#### **Bidding Procedures**

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

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

Preference:

1. Preference 1: Lowest total for Base Bid plus all Additive A1 - Site 2 Bid items
2. Preference 2: Lowest total for Base Bid.

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

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

Supplement this section with the following:

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

A certified check or bid bond made payable to the Chelan County 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.

To be considered responsive on a FHWA-funded project, the Bidder may be required to submit the

following items, as required by Section 1-02.6:

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

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

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

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

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

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

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

*(July 23, 2015 APWA GSP)*

Delete this section, and replace it with the following:

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

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency

before the time set for receipt of Bid Proposals.

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

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

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

Section 1-02.12 is supplemented with the following:

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

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

The bid opening date for this project is January 31<sup>st</sup>, 2022. Bids received will be publicly opened and read after 11:00 AM Pacific Time on this date.

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

*(December 19, 2019 APWA GSP)*

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
  - h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
  - j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;

- k. The Bidder fails to submit a UDBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - l. The Bidder fails to submit UDBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. Receipt of Addenda is not acknowledged;
  - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - e. If Proposal form entries are not made in ink.

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

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

Delete this section and replace it with the following:

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

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

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

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

*(August 14, 2013 APWA GSP)*

Revise this section to read:

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

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

### **1-03 Award and Execution of Contract**

#### **1-03.1 Consideration of Bids**

*(January 23, 2006 APWA GSP)*

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable 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 ~~\*\*\*10 (ten)\*\*\*~~ calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, 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.

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

*(July 23, 2015 APWA GSP)*

Delete the first paragraph and replace it with the following:

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

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

### **1-03.7 Judicial Review**

*(November 30, 2018 APWA GSP)*

Revise this section to read:

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

## **1-04 Scope of Work**

**1-04.1(2) Bid Items Not Included in the Proposal**

This section is revised to read:

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

**1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda**  
(March 13, 2012 APWA GSP)

Revise the second paragraph to read:

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

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

**1-04.11 Final Cleanup**

Supplement this section with the following:

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

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

**1-05 Control of Work****1-05.4 Conformity with and Deviations from Plans and Stakes**

Add the following new subsection:

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

Individual ELJ stakeout points will be established by the Engineer or Contracting Agency and provided to the Contractor prior to beginning construction. Primary stakeout data will be made available electronically in AutoCAD Civil 3D files and/or ASCII text raw data files.

The Contractor shall replace stakes set by the Engineer or Contracting Officer at the Contractor's sole expense. The Contractor shall verify the finished grades and horizontal locations of ELJs and grading, which is incidental to those Work items, and provide notes as requested by the Engineer or Contracting Officer.



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

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

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

	<u>Vertical</u>	<u>Horizontal</u>
ELJ Excavation Depths	±0.10 ft	±1.0 ft

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

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

No unit of measurement shall apply for "Surveying" for Site 1 or A1 Site 2. "Surveying" work is incidental to other Bid items.

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

No payment shall be made for "Surveying" and any survey Work for Site 1 or A1 Site 2 is incidental other Bid items.

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

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by

the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

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

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

### **1-05.8 Vacant**

Section 1-05.8 content and title is deleted and replaced with the following:

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

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

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

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

1-08.3 Project Schedule

1-10.2(2) Traffic Control Plan

7-06.3(2) Site Isolation Plan

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

8-01.3(1)C6 Hydraulic Fluid Catalog Cut

8-19.3(1) Temporary Staging Area Plan and Working Drawings

8-19.3(1) Access Road Improvement Plan and Working Drawings

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

Delete the sixth and seventh paragraphs of this section.

#### **1-05.15 Method of Serving Notices** (March 25, 2009 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

## **1-07 Legal Relations and Responsibilities to the Public**

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

*(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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

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

*(April 6, 2020)*

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

### **1-07.2 State Taxes**

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

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

*(June 27, 2011 APWA GSP)*

The Washington State Department of Revenue has issued special rules on the State sales tax. 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.

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

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

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

**1-07.5 Environmental Regulations***(September 20, 2010)*

Section 1-07.5 is supplemented with the following:

**Environmental Commitments**

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

*(April 1, 2019)*

Section 1-07.5 is supplemented with the following:

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

*(August 3, 2009)*

Section 1-07.5 is supplemented with the following:

**Payment**

All costs to comply with this special provision for the environmental commitments and requirements are incidental to the contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the contract.

**1-07.5(2) State Department of Fish and Wildlife***(April 2, 2018)*

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

The Contractor may begin Work below the Ordinary High-Water Line on \*\*\* July 1<sup>st</sup>, 2022 \*\*\* and must complete all the Work by \*\*\* August 8<sup>th</sup>, 2022 \*\*\*.

*(April 2, 2018)*

All costs to comply with this special provision are incidental to the Contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the Contract.

**1-07.6 Permits and Licenses***(January 2, 2018)*

Section 1-07.6 is supplemented with the following:

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. Copies of these permits,

including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times. Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer, or contracting agency, with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g. Request for 12 Chemical Treatment Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
Department of the Army Section 404 Nationwide 27	Corps of Engineers Seattle District	NWS-2021-169
Hydraulic Project Approval	Department of Fish & Wildlife	2021-2-132+01
NEPA Categorical Exclusion Decision Memo	USFS	FSH 1909.15-2014-1, 36 CFR 220.6 (e) (6)
BPA Design Review	Bonneville Power Administration	Case No. 20170110
USFWS ARBO II	USFWS	0IEOFW00-2013-F-0090
NOAA ARBOA II	NOAA	NWR-2013-9664

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

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

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

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

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

**1-07.13 Contractors' Responsibility for Work**  
(August 6, 2001)

Section 1-07.13(4) is revised to read

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2)

or 1-97.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

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

Supplement this section with the following:

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

Locations and dimensions of utilities shown in the Plans are approximate and are included for reference only. The Contractor shall verify all utility locations prior to beginning construction. Establishment of temporary access routes, staging equipment and materials and other work that conflicts with existing utilities shall be conducted in a manner which avoids and/or protects existing utilities. The Contractor shall be held financially responsible to repair any utilities damaged during construction. The cost of repair shall be paid in full by the Contractor to the owner of the utility in question. Portions of this project are to be constructed within the Bonneville Power Administration (BPA) transmission line easement; as such the contractor will be required to follow all BPA construction and safety provisions as outlined within Appendix C. The Contracting Agency will coordinate and pay for the required "BPA safety watcher".

The Contractor shall be responsible for determining alternative access routes when the routes shown on the Plans conflict with overhead utilities which would prevent safe movement of equipment or materials; alternatively, the Contractor may temporarily raise or relocate overhead utilities to overcome any conflicts with access routes shown on the Plans. The Contractor shall coordinate with utility owners regarding temporary protection, removal, and/or temporary relocation during construction. Utility owners have indicated measures that include removing/relocating overhead utilities typically requires a minimum of six (6) weeks' notice. Determination of the appropriate measures will be made by utility owners and will depend on the Contractor's selected means, methods, and equipment. This provision does not exempt the Contractor from requirements of protecting utilities. The following are the points of contact of utility owners and supplied for the Contractor's convenience:

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

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

**PUD No. 1 of Chelan County**  
P.O. Box 1231  
Wenatchee, WA  
Jeff Mitchell  
(509) 661-4160  
(509) 663-8121

### **1-07.18 Public Liability and Property Damage Insurance**

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

### **1-07.18 Insurance**

*(January 4, 2016 APWA GSP)*

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

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.



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

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

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- Natural Systems Design

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

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

**1-07.18(3) Subcontractors**

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

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

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

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

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

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may

submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.

3. Any other amendatory endorsements to show the coverage required herein.

4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

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

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

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

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

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

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

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

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

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$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 at the preconstruction conference the following:

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

Add the following new section:

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

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be between 7:00 a.m. and 7:00 p.m. Monday through Friday. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

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

noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 3 (three) working days prior to the day(s) the Contractor is requesting to change the hours.

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

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

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

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

Section 1-08.5 is supplemented with the following:

This project shall be substantially complete by August 30<sup>th</sup>, 2022; additionally, all in-water work shall not commence prior to the opening of the Fish Window (July 1, 2022) and shall be completed no later than the last day of the in-water work window for this project (August 8<sup>th</sup>, 2022). Project start date shall be determined by the issuance of the Notice to Proceed, which shall be delivered to the contractor upon acceptance of all Contractual and Plan submittals.

The project area is located in Fire Shutdown Zone 680. Partial hoot owl, Partial shutdown, and General Shutdown may come into effect during the performance period of this contract. For a summary of Industrial Fire Precaution Levels visit: <https://www.dnr.wa.gov/ifpl>

No payment shall be made for standby time or delays resulting from natural disasters, including Industrial Fire Precaution Level work restrictions. Overall Performance Period may be extended to reflect delays from natural disasters.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a. Certified Payrolls (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents
  - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d. Final Contract Voucher Certification
  - e. Copies of the approved “Affidavit of Prevailing Wages Paid” for the Contractor and all Subcontractors
  - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This

- requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
- g. Property owner releases per Section 1-07.24

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

### **1-09.9 Payments**

*(March 13, 2012 APWA GSP)*

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

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

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

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

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

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

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

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

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

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

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

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

*(November 30, 2018 APWA GSP)*

Revise this section to read:

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

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

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

*(October 1, 2005 APWA GSP)*

Delete this section and replace it with the following:

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

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

*(November 30, 2018 APWA GSP)*

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

### **1-10 Temporary Traffic Control**

## **1-10.2 Traffic Control Management**

### **1-10.2(1) General**

Section 1-10.2(1) is supplemented with the following:

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

Traffic control will be required for construction vehicles entering and leaving the site. The contractor shall coordinate all traffic control plans with WSDOT and provide appropriate flagging as needed.

The determination of when to use temporary traffic control and how to accomplish temporary traffic control shall be the responsibility of the Contractor's. The Contractor shall be responsible to implement temporary traffic control as necessary to meet permit requirements and provide safe working conditions and driving conditions, as described in this section of the Standard Specifications.

*(January 3, 2017)*

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust  
27055 Ohio Ave.  
Kingston, WA 98346  
(360) 297-3035

Evergreen Safety Council  
12545 135<sup>th</sup> Ave. NE  
Kirkland, WA 98034-8709  
1-800-521-0778

The American Traffic Safety Services Association  
15 Riverside Parkway, Suite 100  
Fredericksburg, Virginia 22406-1022  
Training Dept. Toll Free (877) 642-4637  
Phone: (540) 368-1701

## **1-10.4 Measurement**

Delete Sections 1-10.4(1) through 1-10.4(4) and replace with the following:

No independent unit of measurement shall apply to the lump sum base bid item for  
"Temporary Traffic Control (Site 1).

No independent unit of measurement shall apply to the lump sum additive bid item for  
"Temporary Traffic Control (Site 2).

## **1-10.5 Payment**

### **1-10.4(1) Lump Sum Bid for Project (No Unit Items)**

*(August 2, 2004)*

Section 1-10.4(1) is supplemented with the following:

The proposal contains the items “Temporary Traffic Control (Site 1)”, and additive item “Temporary Traffic Control (Site 2)”, lump sum. The provisions of Section 1-10.4(1) shall apply.



## **Division 2 Earthwork**

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

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

This section is revised to read:

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

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

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

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

This section is revised to read:

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

The Contractor shall stockpile cleared branches, stumps, limbs and other vegetative material cleared during the project on-site for future use as slash or as described in the Plans or disposed of as erosion control BMPs described below. Material equal to or less than 6-inches in diameter shall be stockpiled on-site in an identified staging area until erosion control measures are implemented.

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

Following completion of all ELJ construction, stockpiled material shall be disposed of on-site using one of the three methods described below. The method will be determined by the Contracting Officer. The cost of transporting material for stockpiling (once or several times if stockpile needs relocating), transporting stockpiled material to a location for disposal, and disposal using one of the two methods identified below shall be made incidental to the bid item Temporary Access and Staging. All material removed during clearing shall be disposed of on-site. Disposal of cleared material shall take place prior to the application of seed and straw mulch.

**Disposal Method No. 1 – Incorporation into ELJ Structures**

Branches, limbs, tree tops, etc. from deciduous or conifer trees removed as part of the Work may be incorporated into LWD Complexity Structures as slash as directed by the Engineer or Contracting Officer.

**Disposal Method No. 2 – Lop and Scatter**

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

**Disposal Method No. 3 – Track-Walking**

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

**Disposal Method No. 4 – Chipping**

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

**2-01.3 Construction Requirements**

This section is revised to read:

The Contractor shall:

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

Contracting Officer.

6. Neatly trim or cut all limbs or branches approved for removal close to the tree trunk.

6. Close-cut parallel to the slope of the ground all stumps to be left in cleared areas.

#### **2-01.3(4) Roadside Cleanup**

This section is supplemented with the following:

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

The Contractor shall load, haul, and dispose of waste materials from the West Staging Area and other areas shown on the Plans. The waste materials consist of approximately one (1) passenger car, eight to ten (8-10) kitchen appliances, and miscellaneous trash around the West Staging area. It is estimated that one (1) twelve (12) cubic yard dump truck and a flatbed trailer, for the passenger car, are sufficient to transport the waste material to its final disposal location. The Contractor shall determine the actual equipment needed to haul and dispose of the waste materials. Disposal of the vehicles may require coordination with local authorities. The Contractor shall coordinate with the Contract Officer to dispose of the vehicles in accordance with local and state laws. The disposal location shall be determined by the Contractor but shall meet all local, state, and federal laws.

Add the following new section:

#### **2-01.3(5) Road Decommissioning**

There are two areas where the Contractor shall decommission segments of unpaved roads per the Plans. The first area is an approximately 25 foot wide by 750 linear foot segment of existing access road along the left bank of Nason Creek adjacent to left bank ELJs. This segment of road shall be decommissioned per the Plans upon completion of ELJ construction. The second area is to the north of Nason Creek, accessed by USFS Road 6910 and is an approximately 10 foot wide by 230 linear foot segment of existing access road. Road decommissioning shall consist of ripping the roadways to a depth of eighteen inches and filling all ditches to roughly match existing grades on either side. Slash, cleared and grubbed vegetation, and other woody debris shall be spread and track-walked over decommissioned surfaces following application of seed and straw mulch. If imported road aggregate is encountered during ripping, it shall be removed and hauled to the on-site disposal area specified for the side channel connection grading work.

Add the following new section:

#### **2-01.3(6) Road Improvements**

The Contractor shall improve approximately 300 linear feet of unimproved road per the Plans. The road improvements area is to the north of Nason Creek, accessed by USFS Road 6910. Road improvements shall meet the specified turning radius and lane width indicated in the plans. The road surface shall generally follow existing grade, width, and condition of the bounding segments of existing road. Work consists of clearing and grubbing of vegetation and removal of approximately 20 small (<10" diameter and less than 40 feet tall) fir trees. Grading of the road surface consists of smoothing out high and low spots to create continuous driving surface of 10% gradient or less, providing surface drainage by creating an outsloped road surface per the Plans or at the discretion of the Engineer grade in minor cross ditches at appropriate locations to match natural drainage courses

that do not create concentrated flow paths down the road surface nor cause excess erosion at outfalls of drainage features, and two (2) areas of minor slope layback shown on the Plans. Excavation quantities are expected to be 100 cubic yards or less. Excess material is to be spread across the portion of access road that is to be decommissioned as part of this work. Approximate disposal area of excess material is shown on Plans but will be verified by the Engineer prior to placement. Importing of materials for road subgrade or road surface is not part of this work.

## **2-01.4 Measurement**

This section is supplemented with the following:

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

No measurement shall be made for “clearing” or “grubbing” for Site 1 or A1 Site 2. Any clearing and grubbing are incidental to other bid items.

“Road Decommissioning” will be measured by the square yard of road surface actually decommissioned as per the Plans.

“Road Improvements” will be measured by the square yard of new road improvement installed as per the Plans.

## **2-01.5 Payment**

This section is supplemented with the following:

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

“Clearing” and “Grubbing” for Site 1 or A1 Site 2 are considered incidental to other Bid items.

“Road Decommissioning”, per square yard. The unit Contract price per square yard for “Road Decommissioning” shall be full pay for all labor, materials, and equipment required to complete the Work as described on the Plans and these Special Provisions. Seed and mulch are not included in this Bid item.

“Road Improvements”, per square yard. The unit contract price per square yard for “Road Improvements” shall be full pay for all labor, materials, and equipment required to complete the Work as described on the Plans and these Special Provisions.

## **2-05 Vacant**

Section 2-05 is revised to read:

### **2-05 Side Channel Connection Grading**

#### **2-05.1 Description**

This Work shall include, regardless of materials encountered, excavation and grading of the riverbank to connect the main channel to an isolated channel feature that is separated by fill associated with an unimproved road, as well as hauling and disposing of excavated material at an approved on-site location. The on-site disposal location will be within 1,500 feet from the side channel connection grading area and is along and proximal to a segment of unimproved access road that is used to enter the site. The material shall be spread to fill potholes and low areas adjacent to the road and can raise the grade of the road by up to 12” and extend in footprint as

needed until all cut material is disposed of. The grades and footprints of the disposal grading will be field fit and directed by the Contract Officer. The side channel connection grading Work described here shall conform to the alignments, grades, and cross-sections shown in the Plans or established by the Engineer. The cut is estimated as 250 bank cubic yards. The alignment, limits, and grades are shown in the Plans.

## **2-05.2 Vacant**

## **2-05.3 Construction Requirements**

“Side Channel Connection Grading, including Haul and Disposal” includes excavation of the existing native or fill materials, including an unimproved road surface, along the left bank of Nason Creek to increase surface flow connectivity to an isolated feature on the floodplain side of the creek channel. The Contractor shall excavate to the lines and grades shown on the Plans and as directed by the Engineer. Excavation below finished grades shall be backfilled and compacted at the Contractor’s expense. Finish grade shall be within the tolerances listed in Section 1-05.4 of these Special Provisions.

The Work will require careful operation of equipment around existing vegetation and adjacent to Nason Creek. The finished grade adjacent to the edge of the wetted Nason Creek is not anticipated to be inundated during construction, thus control of water from the excavation area is not anticipated. Turbidity shall be managed when working next to the wetted edge. The Contractor shall prevent excavated materials from entering Nason Creek

All excavated material shall be hauled to an on-site and nearby (within 1,500 linear feet) as specified in the Plans or as directed by the Contract Officer.

Access to the Work area shall only be allowed through the temporary access routes identified on the Plans. The Contractor is advised that the limited access may require backing of equipment for loading and hauling of excavated material and may require double handling of material depending on the work sequence implemented by the Contractor.

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

Prior to conducting Side Channel Connection Grading, the Engineer or Contracting Agency will stake the excavation centerline and cut/fill depths at regular intervals to define finished grade at regular intervals. The Contractor shall be responsible for maintaining stakes, adding additional stakes as necessary, and replacing damaged or misplaced stakes.

## **2-05.4 Measurement**

“Side Channel Excavation Grading Incl. Haul” will be measured per cubic yard. An estimate of quantities has been prepared based on available data. Should the Contractor elect to verify or update quantities, all such work shall be performed at no additional cost to the Contracting Agency. Requests for modifications to quantities shall be based on survey data provided by the Contractor and verified by the Engineer. A record of load tickets of material transported or similar measures will not be considered valid survey data.

## **2-05.5 Payment**

Payment for “Side Channel Connection Grading, incl. Haul” shall be made per cubic yard and

includes all costs to perform the excavation, load, haul, and dispose of all excavated material, and all associated incidental Work.

## **Division 7**

### **Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits**

#### **7-06 Vacant**

Section 7-06 is revised to read:

#### **7-06 Site Isolation and Erosion Control**

##### **7-06.1 Description**

This Work shall include designing, installing, operating, maintaining, removing, and disposing of site isolation and dewatering measures, environmental compliance and other Work as detailed in these Specifications. The Contractor shall implement stream diversion measures to isolate the work areas from flowing water of Nason Creek by preventing flow from entering the ELJ construction footprint. ELJ construction may occur in the wet, inside of the site isolation system, but turbid water must not enter Nason Creek, nor shall any fish life enter the work areas. The Contractor shall install work area isolation measures as necessary to isolate individual work areas, utilizing pumps as necessary to allow for excavation and installation of ELJs and to prevent turbidity from entering all drainage courses. Fish exclusion and removal is a necessary component of Site Isolation. The act of fish removal will be carried out by Contracting Agency staff but shall be adapted to the Contractor's means and methods of physical isolation. As such, the contractor shall anticipate coordinating closely with the Contracting Agency to facilitate fish removal.

Except as authorized by project permits, anytime work occurs within the wetted channel, an isolated in-water work area shall be created. Isolated in-water work areas consist of a cofferdam or other acceptable method that keeps surface flow in the separated from turbid water in the active work area and maintains State Water Quality Standards. The method shown in the Plans for isolating a work area through installation of gravel filled bags and plastic sheeting that form a cofferdam is form of an acceptable method for isolating a work zone. Other methods that provide equal or better isolation and include equal or fewer potential environmental impacts can be requested by the Contractor and will be considered by the Contracting Officer. Alternative methods can be used if approved by the Contracting Officer; however, if an approved alternative method fails to meet the performance requirements of this section, the Contractor shall remove it and replace it in a manner consistent with those described in this section at no additional cost to the Contracting Agency.

##### **7-06.2 Materials**

Plastic sheeting used in construction of cofferdams or other work-area isolation measures shall have a minimum thickness of 10-mil and shall be wide enough to allow secure anchoring to the channel bed on the upstream and downstream sides of the cofferdam.

When "bulk bags" or "sandbags" are used to construct cofferdams, they shall meet the following requirements:

Bulk bags shall be cube-shaped polypropylene woven fabrics with fully open tops, flat bottoms, four loops for lifting, minimum weight capacity of 2 tons, and 5:1 minimum safety factor.

Sandbags shall be made from a woven synthetic material (polypropylene, polyethylene, polyamide, or other approved by the Contracting Officer) that is resistant to tearing.

Bulk bags and sandbags shall be filled with Cofferdam Gravel. Bulk bags can be filled to their maximum capacity. Sandbags shall be filled to no more than 2/3 of total capacity. Once filled, sandbags shall be securely tied. Bulk bags do not require secure closure if they securely hold the material with which they have been filled without being tied shut.

Cofferdam gravel shall be rounded streambed material suitable for use in bulk bags or sandbags or imported streambed sediment per Section 9-03.11(1). Sources of onsite cofferdam gravel may be used but must be approved by the Contracting Agency prior to use.

All other materials shall be as detailed in the approved Contractor's Site Isolation Plan.

### **7-06.3 Construction Requirements**

#### **7-06.3(1) Submittals**

The Contractor shall submit a Site Isolation Plan in accordance with the requirements of a Type 2 Working Drawing and these Specifications. The Site Isolation Plan shall consist of a narrative and drawings detailing all diversion, site isolation, and pumping methods including specific equipment and proposed discharge locations. A copy of the Site Isolation Plan shall be on the project site at all times. The Site Isolation Plan shall include specific dates for installation of side channel diversion measures; any Contractor proposed change to the dates included in the plan shall be submitted at least 10 working days prior to the installation of diversion measures. If the Contracting Officer does not approve the submitted plan, the Contracting Officer will provide written documentation explaining the cause for the not approving the plan. The Contractor shall respond to the Contracting Officer's review documentation and resubmit the plan with revisions as necessary. The Contracting Agency reserves the right to postpone commencement of the work, at no cost to itself, due to failure by the Contractor to supply an acceptable Site Isolation Plan.

#### **7-06.3(1)A Site Isolation Plan Requirements**

The Site Isolation Plan shall provide the following information in the following order:

1. Description and Location of the site isolation measures
  - a. Identify the name of the water body where the site isolation will be placed. Provide a description of the site isolation.
  - b. Provide drawings showing the location of the site isolation, including proposed access routes and equipment to be used to construct the isolation structure.
2. Schedule and Sequence
  - a. Provide a sequence of Work, dates, and durations for when the following will occur, in accordance with the in-water work window in the Special Provisions:
    - i. Site Isolation Plan Implementation Meeting.



- ii. Site isolation installation.
  - iii. Further isolation and dewatering of individual Work area(s).
  - iv. Fish exclusion (removal performed by the Contracting Agency).
  - v. Restoration and stabilization of the temporary site isolation Work area to prevent erosion.
  - vi. Any relocations of the temporary site isolation to accommodate the Work sequence (if needed).
  - vii. Channel rewatering.
  - viii. Removal of the site isolation.
  - b. Include other Work that needs to be coordinated with the site isolation (e.g., temporary erosion control).
3. Calculations and Materials
- a. Detail all elements of the temporary site isolation; including but not limited to pipes, pumps, and other equipment.
  - b. Specifications for all materials and equipment to be used as part of the diversion including pump capacities and hose sizes. For example, provide the type, profile, and size of pipe.
  - c. Provide the size of fish screens (mesh size and surface area) to be used, in accordance with Section 7-06.3(5) of these Special Provisions.
  - d. Provide details on the type of energy dissipation device(s) to be used at proposed dewatering discharge location(s).
4. Streamflow Isolation
- a. Provide the method(s), including locations and details (narrative and drawings) for isolating each Work area. Describe how minor will be addressed.
  - b. Describe how the height of the isolation structure can be increased an additional foot within 4 hours in the event that flow increases require an increase in isolation structure height, including the location and preparation of any standby materials necessary for increasing the isolation structure height.
5. Inspection and Maintenance
- a. Provide the schedule and frequency for inspection of the site isolation; include weekends and holidays if active construction or dewatering efforts occur at those times.
  - b. Describe how maintenance will be conducted when inspections identify

deficiencies in the stream diversion. These include, but are not limited to, removal and disposal of trapped sediment or debris and repairing leaks.

- c. The Contractor shall keep a record of all inspections and maintenance of the site isolation.

6. Removal of the Site Isolation

- a. Describe the sequence that will be used for removing the site isolation and methods to prevent water quality impacts.
- b. Describe how disturbed soil will be permanently stabilized.

7. Other Work required for the Contractor's temporary site isolation.

**7-06.3(2) General**

The Work shall include compliance with Washington State Water Quality Standards in WAC 173-201A, project permits, environmental commitments and these Provisions. The Contractor shall closely coordinate all diversion and site isolation related Work with the Contracting Agency. When referring to Work performed as described in this section the following definitions shall be effective:

Isolation: Means establishing a specific area below the Ordinary High-Water Line which is physically separated from actively flowing waters through construction of a cofferdam or other similar means. A Work area is not considered isolated until it is both physically isolated and fish and other aquatic species have been removed from within the physically separated area.

Dewatering: Refers to the removal of surface and ground water from the work area. Dewatering for this project is limited to the possibility that pumping at individual Work areas may be necessary to perform and inspect the construction of ELJs as excavation depths extend well below the thalweg of the creek channel, or to manage turbidity by pumping construction water to upland infiltration site Cofferdams at individual Work areas shall be constructed at the Contractor's choosing and shall be completed at no additional cost to the Contracting Agency.

**7-06.3(3) Fish and Aquatic Species Exclusion and Notifications**

Prior to commencing any site isolation or construction activities below Ordinary High Water, the Contractor shall notify the Contracting Officer a minimum of ten working days prior to beginning the Work. This is to allow the Contracting Agency to schedule adequate staff and equipment to allow for capture and relocation of fish and other aquatic organisms that are isolated by cofferdams. No Work within the limits of the Ordinary High-Water Line will be allowed prior to installation of fish block nets and completion of fish exclusion activities.

**7-06.3(4) Isolating and Dewatering Work Areas**

Each ELJ work area shall be isolated from flowing water to contain turbidity, protect fish life, and allow construction and inspection of ELJs per the Plans. Isolating may consist of cofferdams or other such measures to create a physical barrier between the work area and the

main current. The Contractor shall not divert more than 50% of the streamflow in the main channel through any other natural or constructed channel during construction. It is that anticipated excavation for rootwad post placements and other materials as specified may occur within shallow water. The work area may be locally dewatered at rate to allow relatively dry construction and to control turbidity but shall be clearly described in the Contractor submittals and approved by the Contracting Agency. Any dewatering shall occur at a rate slow enough to allow the Contracting Agency to safely capture and relocate all fish species and other aquatic organisms to avoid stranding, as determined by the Contracting Officer. The Contractor shall also prepare and stage any necessary additional materials required to increase the cofferdam height an additional foot if flow increases dictate an increase in diversion height.

The Contractor shall coordinate isolation and dewatering efforts closely with fish removal efforts (to be performed by the Contracting Agency). The general process is anticipated to require several iterative steps whereby the Contractor partially reduces flow to the area of isolation, then the Contracting Agency conducts a fish removal effort involving one or more passes with nets and/or electrofishing equipment to remove fish and aquatic life. The Contractor shall plan for and be prepared to conduct the dewatering effort in a slow and controlled manner, allowing adequate time for the Contracting Agency to conduct fish removal efforts until a determination is made that fish and aquatic life removal is complete and the Contractor is free to isolate, dewater, or drawdown work areas. No additional payments shall be made for delays in Work due to the fish removal effort.

Following the primary isolation effort, the Contractor may elect to dewater, drawdown, or maintain a desired water level by pumping of individual excavation areas, if necessary. Water removed from excavations for ELJ installation shall be pumped to an upland area; turbid waters shall not be allowed to discharge to any portion of Nason Creek.

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

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

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

#### **7-06.3(5) Inspection and Maintenance**

At a minimum, the Contractor shall perform the following activities once per day during active pumping and construction (including weekends and holidays):

1. Check for and correct leaks through fish block nets and cofferdams;
2. Ensure the cofferdams or fish block nets remain sealed to the channel substrate such

that there is no gap greater than 1/16<sup>th</sup> inch.

The fish block nets shall be kept clear of debris that could jeopardize the integrity of the nets. The Contractor shall perform the following activities a minimum of one time per day or when requested by the Engineer. On working days, these activities shall be performed at the start, middle, and at the end of the working day. On non-working days, these activities shall be performed between 6:00 am and 8:00 am, and between 4:00 pm and 6:00 pm:

1. Inspect the fish block nets and remove debris;
2. Inspect the fish block net and all screens and similar facilities for impinged fish;
  - a. The Contractor shall immediately notify the Contracting Agency when impinged fish are discovered.
  - b. Removal of impinged fish will be performed by the Contracting Agency.

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

The Contracting Officer will monitor flow and forecasted flow rates throughout the duration of construction. Should the Contracting Officer determine that flows will increase the water surface elevation in the main channel to within 0.5 ft of the top of the isolation structure, the Contracting Officer reserves the right to require increasing the height of the isolation structure as indicated in the approved Site Isolation Plan. Any such Work shall be performed at no additional cost to the Contracting Agency.

#### **7-06.3(6) Removal of the Temporary Stream Isolation**

The Contractor shall notify the Contracting Agency two business days in advance of beginning the temporary stream isolation removal sequence.

Once the water in the previously isolated work area will meet the applicable turbidity standards the Contractor may begin removal of the temporary stream isolation.

The Contractor shall immediately take all corrective actions necessary to prevent the water from exceeding the turbidity standards should the stream turbidity increase. All Work within the channel, except for removal of the temporary erosion control items, shall be completed before the temporary site isolation is removed. The Contractor must finish all construction activities within the limits of the Ordinary High-Water Line before the removing isolation materials.

All materials used for the diversion shall become the property of the Contractor and removed from the project limits, with the exception of any materials supplied by the Contracting Agency, unless otherwise specified by the Engineer.

#### **7-06.4 Measurement**

No unit of measure shall apply to the lump sum bid item for "Site Isolation (Site 1)". This Work shall include all materials, equipment, labor, and other costs associated with installing, maintaining, and removing diversion structures at approved upstream and downstream locations,

and performing other Work as described in this section.

No unit of measure shall apply to the lump sum additive bid item for “Site Isolation (Site 2)”. This Work shall include all materials, equipment, labor, and other costs associated with installing, maintaining, and removing diversion structures at approved upstream and downstream locations, and performing other Work as described in this section.

#### **7-06.5 Payment**

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

The lump sum Contract price for “Site Isolation (Site 1)” shall be full payment to perform the Work as specified. Progress payments for the lump sum item “Site Isolation” will be made as follows:

1. Ten percent of the bid amount will be paid following completion of the Site Isolation Plan including resolution of all Contracting Agency review comments.
2. An additional thirty percent of the bid amount will be paid following completion of at least two (2) ELJS within Site 1
3. The remaining sixty percent of the bid shall be paid for in accordance with Section 1-09.9.

The lump sum Contract price for “Site Isolation (Site 2)” additive Bid item shall be full payment to perform the Work as specified. Progress payments for the lump sum item “Site Isolation – Site 2” will be made as follows:

1. Ten percent of the bid amount will be paid following completion of the Site Isolation Plan including resolution of all Contracting Agency review comments.
2. An additional thirty percent of the bid amount will be paid following completion of at least two (2) ELJS within Site 2
3. The remaining sixty percent of the bid shall be paid for in accordance with Section 1-09.9.

## **Division 8 Miscellaneous Construction**

### **8-02 Roadside Restoration**

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

##### **8-02.3(5) Roadside Seeding, Lawn, and Planting Preparation**

###### **8-02.3(5)A Seeding Area Preparation**

Supplement this section with the following:

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

Any seeding areas that have become compacted prior to seeding shall be scarified to a depth of 6 inches by acceptable means prior to seeding. The seeding surface shall be raked or chained to ensure a friable surface free of soil clumps larger than 2" in diameter.

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

###### **8-02.3(9)A Dates for Application of Seed**

This section is revised to read:

Seeding and Mulching shall be completed as soon as possible following completion of ground disturbing activities. When environmental conditions are not conducive to satisfactory results, the Contracting Officer may suspend the seeding Work until such time that the desired results are likely to be obtained.

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

Supplement this section with the following:

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

All bags of seed shall be brought to the site sealed and shall have seed labels attached showing the seed meets the species and quantities shown on the Plans. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be accepted.

Seed shall be placed at the rate, mix and analysis specified in the Plans. All seed listed in the seed mix on the plans shall have been collected from plants native to and growing in Idaho, Oregon or Washington. Seeds shall not contain weed seeds listed as secondary noxious by Washington State Seed Law (WAC 16-301-050) single or collective in excess of the labeling tolerance specified by the Washington State Seed Law. No fertilizer shall be included in the seed mixes or mulch.

Composition, proportion, and quantity shown on the Plans shall be applied at all areas above the ordinary high-water level that were disturbed by construction activities.

###### **8-02.3(11) Mulch**

###### **8-02.3(11)A Mulch for Seeding Areas**

Supplement this section with the following:

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

After seed is applied and incorporated in the soil, straw mulch shall be applied at a rate of 2,000 pounds per acre, spread evenly through seeding areas at a minimum of 2 inches thick. Straw mulch shall be air-dried and free from weed seeds listed as secondary noxious by Washington State Seed Law (WAC 16-301-050) and coarse material.

#### **8-02.3(11)B Bark or Woodchip Mulch**

Supplement this section with the following:

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

Mulching shall be completed as soon as possible following completion of ground disturbing activities. When environmental conditions are not conducive to satisfactory results, the Contracting Agency may suspend the mulching Work until such time that the desired results are likely to be obtained.

Bark or wood chip mulch shall be applied to a depth of three (3) inches over all areas below the Ordinary High-Water Line that will be planted by others.

Bark or wood chip mulch may be generated using approved material generated through clearing of vegetation to complete the Work.

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

Supplement this section with the following:

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

“Seeding (Site 1)” will be measured per acre.

“Seeding (Site 2)” will be measured per acre.

“Bark or Woodchip Mulch (Site 1)” will be measured per cubic yard.

“Bark or Woodchip Mulch (Site 2)” will be measured per cubic yard.

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

Supplement this section with the following:

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

Payment for “Seeding (Site 1)” shall constitute full payment for all labor, materials, and equipment required to complete seeding as described on the Plans and these Special Provisions. Procurement of straw is incidental to this bid item.

Payment for “Seeding (Site 2)” shall constitute full payment for all labor, materials, and equipment required to complete seeding as described on the Plans and these Special Provisions. Procurement of straw is incidental to this bid item.

Payment for “Bark or Woodchip Mulch (Site 1)” shall constitute full payment for all labor,

materials, and equipment required to complete seeding as described on the Plans and these Special Provisions.

Payment for “Bark or Woodchip Mulch (Site 2)” shall constitute full payment for all labor, materials, and equipment required to complete seeding as described on the Plans and these Special Provisions.

## **8-19 Vacant**

Section 8-19 is revised to read:

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

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

This Work encompasses establishing temporary staging locations and access points to all locations where project elements are to be constructed. This shall include any necessary grading, compaction, maintenance, and other Work as necessary to establish, maintain, and utilize the temporary staging areas, access routes, temporary bridges, and temporary log crossings as shown on the Plans or approved alternative routes as approved by the Contracting Officer.

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

##### **8-19.2(1) Temporary Access Route and Staging Area Materials**

Access routes are to follow those shown in the Plans or as otherwise approved by the Contracting Officer. Access to ELJs along the left bank utilizes a previously established access road along the utility corridor. Minimal improvements are needed along the access road. Access to the right bank ELJs will require minor clearing.

When temporary access routes or staging areas require stabilization to prevent rutting due to the presence of groundwater or weak soils, the Contractor shall utilize bark or wood chip mulch meeting the requirements of Section 9-14.5(3). Access routes shall be stabilized when routes are required to convey equipment through wetland areas or other areas within the project site with low soil strength subject to rutting. All access routes shall be decommissioned at the completion of the project and native ground shall be de-compacted and restored as close as possible to pre-project conditions.

Placement of fill material along sloped areas will require installation of temporary erosion control BMPs; any such BMPs shall meet requirements of applicable sections of these Special Provisions and the Standard Specifications.

##### **8-19.2(2) Temporary Log Crossing Materials**

When logs are required for temporary log crossings, the Contractor may elect to utilize logs which are required for construction of ELJs; the Contractor may also choose to provide logs for the express purpose of use in temporary log crossings. All logs used for temporary log crossings shall not have rootwads. Should the Contractor elect to use logs which will later be used to construct ELJs, these logs will be subject to inspection for damage including but not limited to splitting, cracking,



breaking, or tearing that compromises the structural integrity of the log as determined by the Contracting Officer. Damaged logs unsuitable for materials used within ELJs, as determined by the Engineer or Contracting Officer, shall be replaced at the Contractor's expense.

### **8-19.2(3) Temporary Bridge Materials**

The Contractor shall be responsible for designing and furnishing a temporary bridge system capable of being installed at locations shown on the Plans and supporting all necessary equipment and vehicles required to complete the Work shown on the Plans as determined by the Contractor. The temporary bridge system shall have a minimum free span of 40 feet, may utilize wood or concrete ecology block abutments, and shall include a continuous deck which allows for safe travel across the bridge. Examples of acceptable temporary bridge systems include but are not limited to log girder, steel girder, and railcar type bridges.

The temporary bridge system may utilize approach ramps constructed from borrow material on-site. Borrow material may not be salvaged from the active channel bed but can be comprised of materials on exposed gravel bars or upland areas.

## **8-19.3 Construction Requirements**

### **8-19.3(1) Submittals**

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

#### Temporary Staging Area Plan

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

#### Temporary Bridge Plan

The Contractor shall develop and submit Type 2 Working Drawings clearly identifying the proposed temporary bridge system and all subcomponents to be utilized. The drawings shall include a comprehensive list of all materials.

### **8-19.3(2) Temporary Access Routes**

Temporary Access Routes shown on the Plans shall be field fit to avoid trees and existing vegetation to the extent practicable. The Contractor shall clearly stake or flag the proposed access roads including the primary route down the length of the right bank peninsula and secondary spurs off of the primary route out to ELJ construction. The Contracting Officer will review the staked route and make adjustments as necessary based on existing site conditions. No clearing or trimming of any vegetation is allowed until the staking of the Temporary Access Routes has been approved. After temporary access routes are no longer needed, the soil along the temporary access routes shall be de-compacted by ripping to a depth of 12 inches.

Temporary Log Crossings shall be utilized any time tracks of an excavator would otherwise sit in the channel. Temporary Log Crossings shall be constructed by placing logs without rootwads flat on the channel bed parallel to one another with spacing adequate to support the full weight of the equipment utilizing the Temporary Log Crossing without compacting the channel bed. The log

crossing shall be capable of allowing equipment to track across the crossing without its tracks touching the channel bed; outside of the channel bed, equipment can track normally as needed to perform the Work shown. Logs for Temporary Log Crossings shall be removed once the temporary crossing is no longer required.

The Contractor shall regularly monitor the Temporary Access Routes for rutting, erosion, and any other damage. Rutting shall be addressed through placement of bark or wood chip mulch. Prior to demobilization, the Contractor shall decompact all Temporary Access Routes and roughly graded to the approximate original ground line.

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

Three Temporary Staging Areas are shown on the Plans on Site 1, and another two temporary staging areas are in Site 2 and are available for use to store equipment, vehicles, materials, and other supplies temporarily during the duration of Work. The Upper Staging Area for Site 1 and the primary staging area for Site 2 sits within the limits of an existing pullout adjacent to Highway 2. The limits of staging areas adjacent to Highway 2 shall be clearly demarcated and physically obstructed from public traffic. No physical improvement to the Upper Staging Area or the primary staging area for Site 2 is anticipated, but the Contractor may choose to make improvements at their own cost. All refueling, washing, inspection, and other general maintenance for construction equipment and vehicles shall occur within the limits of the staging areas and shall be performed always using approved spill prevention measures and spill containment BMPs. The Contractor or their employees shall not park any vehicles or stage any materials beyond the as-staked approved staging limits. If, during construction, a portion or portions of the lower staging area begin to rut, the Contractor shall import bark or wood chip mulch to stabilize the rutted area. Following completion of all ELJs, that portion of the lower area which has been compacted due to vehicle and equipment traffic shall be decompact to a depth of at least 6 inches and roughly graded back to the approximate original ground line.

#### **8-19.3(4) Temporary Bridge**

The temporary bridge system shown on the approved Temporary Bridge Plan shall be delivered to the project and installed per details in the Working Drawings.

The Contractor shall prepare the subgrade, construct abutments or other foundation elements, erect the superstructure, and place the deck in accordance with the approved Working Drawings. The temporary bridge shall be placed such that the low chord of the bridge sits at least 1 foot above the water surface elevation prior to dewatering of the side channel. Abutments shall be placed outside the toe of each bank and any fill used for temporary approach ramps shall be placed outside the bed of the active channel with appropriate erosion control BMPs installed as necessary to prevent temporary fill from entering the bed of the channel. The purpose of installing the temporary bridge is to minimize equipment and vehicle traffic on the streambed of the side channel; as such, the Contractor shall make every effort possible to minimize the number of trips across the channel for temporary bridge installation and removal.

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

Once acceptance of all ELJ construction has been granted, the Contractor shall remove all components of the temporary bridge system including replacement or disposal of any borrow

material for approach ramps.

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

No unit of measurement shall apply to the lump sum bid item “Temporary Access and Staging (Site 1)”.

No unit of measurement shall apply to the lump sum additive bid item “Temporary Access and Staging (Site 2)”.

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

Payment for “Temporary Access and Staging (Site 1)” shall be full compensation for all staking, field fit modification, installation, maintenance, and decompaction & rehabilitation of all Temporary Access Routes and Staging Areas required for ELJ construction within Site 1 and establishment, maintenance, and removal of a barrier to prevent civilian vehicular access to the project site. This shall include establishment, appropriate use, and removal of Temporary Log Crossings or Temporary Bridges to access portions of the Work shown on the Plans or specified by the Contracting Officer. Payment also includes full pay for all labor, equipment, and materials required to complete the Work included in the approved Access Road Improvement Plan. All costs associated with transporting vehicles or equipment to the upper staging area and back for maintenance and refueling shall become incidental to this bid item. Seeding is not included in this Bid item.

Payment for “Temporary Access and Staging (Site 2)” shall be full compensation for all staking, field fit modification, installation, maintenance, and decompaction & rehabilitation of all Temporary Access Routes and Staging Areas required for ELJ construction within Site 2 and establishment, maintenance, and removal of a barrier to prevent civilian vehicular access to the project site. This shall include establishment, appropriate use, and removal of Temporary Log Crossings or Temporary Bridges to access portions of the Work shown on the Plans or specified by the Contracting Officer. Payment also includes full pay for all labor, equipment, and materials required to complete the Work included in the approved Access Road Improvement Plan. All costs associated with transporting vehicles or equipment to the upper staging area and back for maintenance and refueling shall become incidental to this bid item. Seeding is not included in this Bid item.

### **8-26 Vacant**

Section 8-26 is revised to read:

#### **8-26 Engineered Log Jams (ELJs)**

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

This Work consists of furnishing, handling, temporary staging, and placement of all woody material as required for construction of ELJs at the locations, and in conformity with the lines and dimensions shown on the Plans, or as directed by the Contracting Officer.

Work under this item shall consist of furnishing all material, labor, tools, and equipment necessary to install ELJs in accordance with the Plans, Standard Specifications, and these Special Provisions.

ELJs shall be placed as staked by the Engineer or Contracting Officer prior to installation; however, final placement shall be verified and may be adjusted by the Contracting Officer. Logs shall be arranged, placed, and/or buried as indicated in the Plans. The Contractor shall anticipate that because of the irregularities of natural logs, adjustments to structure and individual log placements will be needed. These adjustments and modifications are expected, and additional payment will not be made. The Contractor shall not decommission any Temporary Access Routes for a particular location until the structure installed has been approved by the Contracting Officer. Costs associated with re-commissioning access to a particular structure location determined not to meet design specifications are not covered under this contract and are the sole responsibility of the Contractor.

## **8-26.2 Materials**

The Contractor is solely responsible for furnishing all materials required for construction of ELJs as shown in the Plans and described in the Special Provisions. Any materials which are determined by the Contracting Officer to not meet these requirements through either natural causes or through the Contractor's actions shall be replaced at no additional cost to the Contracting Agency.

### **8-26.2(1) Wood Material for ELJs**

All logs with or without rootwads shall come from Douglas fir, Ponderosa Pine, Western Red Cedar, or Western Larch trees which have been harvested within the past 24 months. The exception is that log with rootwads being used for rootwad posts (RPD) must be of Douglas fir. Logs with rootwads shall have a diameter as shown on the Plans, measured at diameter-at-breast height (DBH), and defined as 4.5 feet above ground when the tree was standing. Logs without rootwads shall have a diameter as shown on the Plans and measured at the diameter of the largest cut end. Diameter measurements shall not include bark. All wood material shall be free of disease, insect infestation, and rot. Logs shall be No. 4 sawmill grade or better in accordance with the Official Rules of the Pacific Rim Log Scaling and Grading Bureau, Inc, Lacey WA. Certification of log grades will not be required but may be done if poor quality logs are encountered. Split trunks are not allowed. Waterlogged logs will not be accepted. All logs shall generally be straight and free of obvious bends, sweeps or curves; logs may have a maximum curvature of up to 0.2 feet per ten feet of length measured as the departure from the prevailing longitudinal axis of bole to the actual centerline of the bole.

Rootwads shall have a diameter that is at least three times the DBH measured from the outer tips of the primary root system, determined as measuring from tip-to-tip through the centerline of the bole from roots which are large enough to support the weight of the log while resting on the ground. The length for logs with rootwads shall be measured from the cut end to the point where the primary root system stops.



Figure 1. Example of where to measure rootwad diameter.

Logs with rootwads specified as RDP-25 in the Plans, which are to be used for posts shall come only from Douglas fir trees and shall have a minimum DBH of 20 inches not including bark. Posts shall have a rootwad diameter of no less than 5 feet. Taproots and minor roots which measure less than 3 inches in diameter may be trimmed from the outside of the rootwad to meet the minimum rootwad fan diameter to facilitate installation of buried posts. All trimming of rootwads must be approved by the Contract Officer or Engineer. Rootwads determined by the Engineer to have been excessively trimmed shall be replaced by the Contractor at no additional expense.

Logs used as racking material shall be individual logs with or without rootwads, meeting the length and diameter requirements described in this section. Racking logs shall have a diameter between 6 – 12 inches and a length of 20 – 40 feet. The Contractor shall supply racking material with varying diameters and lengths (except those pieces to be used for racking bundles). The Contractor shall ensure that racking material diameter varies such that and at least 10 percent and no more than 50 percent of the total number of racking pieces falls within the following categories:

- 6 – 8 inches
- 8 – 10 inches
- 10 – 12 inches

Similarly, the length of racking material pieces shall vary such that a minimum of 10 percent and not more than 50 percent of the total number of racking pieces falls within the following categories:

- 20 – 30 feet
- 30 – 35 feet
- 35 – 40 feet

Slash shall consist of dense vegetative debris including, but not limited to, small trees, blasted or pushed-out stumps, chunks, broken tops, limbs, branches, brush, or saplings. Slash shall be any non-

invasive species. Length of individual pieces of slash may vary between 2-10 ft, with 50% of the material at a length of 4 ft or longer. Thickness of slash pieces as measured at the butt (larger) end may vary from 3/4" – 6" diameter, with 55% of the pieces between 2" – 3" diameter as noted in the table below. Slash shall be compacted during installation to ensure that voids no larger than 3" exist within the compacted slash layer. A compacted cubic yard of slash should weigh approximately 570 lbs per CY.

#### Slash composition

Distribution	Diameter
30%	3/4" – 2"
55%	2" – 3"
15%	3" – 6"

A summary of wood material to be provided, including log types, characteristics and quantities is included in the table below.

Base Bid Schedule Wood Quantities: Site 1				
Log Type	Diameter/DBH (inches)	Length (ft)	Rootwad (Y/N)	Quantity
RPD-25	20-24	25	Y	56 ea
RB-4	22-26	40	Y	8 ea
RD-3	18-22	30	Y	16 ea
D-3	18-22	30	N	8 ea
Racking	6-12	20-40	Y/N	400 ea
Slash	1-3	< 4	N	240 cy

Additive A1 Bid Schedule Wood Quantities: Site 2				
Log Type	Diameter/DBH (inches)	Length (ft)	Rootwad (Y/N)	Quantity
RPD-25	20-24	25	Y	72 ea
RB-4	22-26	40	Y	11 ea
RD-4	18-22	40	Y	3 ea
RD-3	18-22	30	Y	18 ea
B-4	22-24	40	N	1 ea
D-4	18-22	40	N	4 ea
D-3	18-22	30	N	9 ea
Racking	6-12	20-40	Y/N	550 ea
Slash	1-3	< 4	N	370 cy

#### 8-26.2(2)A Marking of Wood Material

All wood material (excluding racking material and slash) shall be indelibly marked with high visibility spray paint at a minimum of two locations: one on the bole of the log and one at the cut end of the log. Marking shall consist of a stripe of a unique color for each log type. The Contractor shall provide the Contract Officer with a list of the paint colors used to identify each log type. Logs to be used as posts (Type RPD-25) shall be marked with at the target burial depth. All target burial depth markings shall be approved by the Engineer. Individual racking pieces do not require marking.

#### 8-26.3 Construction Requirements

##### 8-26.3(1) Material Delivery and Staging

The Contractor shall furnish, deliver, sort, and stage all logs, logs with rootwads, racking, and slash (collectively referred to as wood material), to construct ELJs to the project site. Wood material delivery shall be coordinated with the Contracting Officer to allow for inspection and approval of all wood materials. The Contracting Agency reserves the right to reject and require replacement of wood material which does not meet the requirements of these Special Provisions. Wood material shall be staged at up to two of the staging areas shown on the Plans or another location approved by the Contracting Officer. At all times when logs are being handled, loaded, unloaded, and placed, the Contractor shall exercise care to minimize damage to logs and rootwads. All logs with rootwads shall be handled by grasping the bole of the log; transporting or lifting logs with rootwads by grabbing the rootwad with an excavator bucket or similar equipment can damage rootwads and will not be allowed. A log loader with an articulating grapple hook or excavator bucket with an articulating bucket is recommended, but not necessary for handling and placing logs.

### **8-26.3(2) Excavation and ELJ Material Placement**

The Contractor shall place specified materials in accordance with design specifications for each ELJ. This includes placement of excavated posts, logs, logs with rootwads, racking material and slash, as well as any mechanical connections as shown on the Plans. Placing wood as shown on the Plans requires careful manipulation of provided material. While possible to construct ELJs using tracked excavators, specialized equipment and/or adaptors such as log loaders, grapples, or articulating buckets and heads can ease constructability. The Contractor is encouraged to carefully examine the Plans and utilize equipment best suited for construction of ELJs. Difficult construction conditions shall not be grounds for additional compensation as part of this Contract.

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

To place each ELJ, the Contractor may clear the adjacent area of vegetation as approved by the Contracting Officer. The Contractor shall make every effort to minimize vegetation disturbance and any material cleared as part of construction process shall be placed in front or within the structure as racking material. No Work below the Ordinary High-Water Mark shall occur until the Work area has been isolated per Section 7-06. The Contractor shall coordinate with the Contracting Agency regarding anticipated scheduling of ELJ construction with updates provided at least weekly.

Excavate as necessary to install rootwad posts at the depths and locations indicated on the Plans, or as staked in the field by the Engineer or Contracting Officer. Excavation of banks or the channel bed to construct the ELJs to the specified grades and according to the layering plans will be required. The Contractor shall determine the extents of excavation and means and methods for maintaining a safe excavation given the encountered soil type. Any benching, shoring, or laybacks of slopes is at the discretion of the Contractor and incidental to this work. When shown on the Plans, Contractor shall excavate a scour pool; the exact timing of the scour pool excavation may be modified from the sequence shown in the Plans provided the Contractor can excavate the pool as shown without disturbing previously placed logs or racking material. Excavated material shall temporarily be staged in an upland area adjacent to the Work area. Contractor shall place all logs, racking material, slash, and mechanical connections as shown in the Plans. Excavated material shall be sequentially placed as shown in the Plans. Backfilled material shall be placed in lifts of not more than 18 inches and compacted with the bucket of an excavator or similar means. Excess backfill material shall be incorporated into the lee of the ELJ as directed by the Contracting Officer or Engineer. Following completion of the ELJ, post tops shall be shortened using one of the methods shown in the Plans.

Material generated from post shortening shall be scattered in upland areas.

#### **8-26.4 Measurement**

Measurement for “Type 1 ELJ”s will be per each ELJ installed.

Measurement for “Type 2 ELJ (Site 1)” will be per each ELJ installed.

Measurement for “Type 2 ELJ (Site 2)” will be per each ELJ installed.

No unit of measure shall apply to the lump sum base bid item for “Wood Acquisition, Delivery, and Staging (Site 1)”.

No unit of measure shall apply to the lump sum additive bid item for “Wood Acquisition, Delivery, and Staging (Site 2)”.

#### **8-26.5 Payment**

The lump sum bid item “Wood Acquisition, Delivery, and Staging (Site 1)” shall be full pay for all labor, materials, equipment, and other incidentals required to furnish, deliver, and temporarily stage wood material required for ELJ structure construction within Site 1. The Contractor shall not be eligible for additional compensation if additional wood material is required to replace materials damaged due to Contractor actions. Contractor shall submit a lump sum breakdown with unit costs for each log type required as part of this bid item.

The lump sum additive bid item “Wood Acquisition, Delivery, and Staging (Site 2)” shall be full pay for all labor, materials, equipment, and other incidentals required to furnish, deliver, and temporarily stage wood material required for ELJ structure construction within Site 2. The Contractor shall not be eligible for additional compensation if additional wood material is required to replace materials damaged due to Contractor actions. Contractor shall submit a lump sum breakdown with unit costs for each log type required as part of this bid item.

“Type 1 ELJ”, per each- When measured per each, the unit contract price paid for “Type 1 ELJ” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for completing all Work required for installation as described in the Plans, the Standard Specifications, and these Special Provisions which may include, but is not limited to the following: temporarily staging logs, racking, and slash material; hauling, and placement of any additional necessary materials as shown on the Plans; excavation and backfill associated with placement of logs, physically placing logs, placement of racking material, final grading for a smooth transition, and other Work that may be needed. Any benching, shoring, or laybacks of slopes is at the discretion of the Contractor and incidental to this work. No payment shall be made until the Contracting Officer has reviewed and approved a completed ELJ. Any deficiencies noted shall be the responsibility of the Contractor and payment will not be released until the noted deficiencies are addressed to the satisfaction of the Contracting Officer.

“Type 2 ELJ (Site 1)”, per each- When measured per each, the unit contract price paid for “Type 2 ELJ (Site 1)” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for completing all Work required for installation as described in the Plans, the Standard Specifications, and these Special Provisions which may include, but is not limited to the following: temporarily staging logs, racking, and slash material; hauling, and placement of any additional necessary materials as shown on the Plans; excavation and backfill associated with



placement of logs, physically placing logs, placement of racking material, final grading for a smooth transition, and other Work that may be needed. Any benching, shoring, or laybacks of slopes is at the discretion of the Contractor and incidental to this work. No payment shall be made until the Contracting Officer has reviewed and approved a completed ELJ. Any deficiencies noted shall be the responsibility of the Contractor and payment will not be released until the noted deficiencies are addressed to the satisfaction of the Contracting Officer.

“Type 2 ELJ (Site 2)”, per each- When measured per each, the unit contract price paid for the additive bid item “Type 2 ELJ (Site 2)” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for completing all Work required for installation as described in the Plans, the Standard Specifications, and these Special Provisions which may include, but is not limited to the following: temporarily staging logs, racking, and slash material; hauling, and placement of any additional necessary materials as shown on the Plans; excavation and backfill associated with placement of logs, physically placing logs, placement of racking material, final grading for a smooth transition, and other Work that may be needed. Any benching, shoring, or laybacks of slopes is at the discretion of the Contractor and incidental to this work. No payment shall be made until the Contracting Officer has reviewed and approved a completed ELJ. Any deficiencies noted shall be the responsibility of the Contractor and payment will not be released until the noted deficiencies are addressed to the satisfaction of the Contracting Officer.

## **Division 9 Materials**

### **9-14.3 Seed**

Supplement this section with the following:

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

Seeding shall be supplied and installed where required in the Plans or these Special Provisions. Two seed mixes are specified in the Plans for the Project. The two seed mixes are the Upland and Floodplain seed mixes. The specifications and quantities for each mix are found on the plans.

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

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

The Standard Plans are revised as follows:

A-50.10  
DELETED

A-50.20  
DELETED

A-50.30  
DELETED

A-50.40  
DELETED

B-90.40  
Valve Detail – DELETED

C-1a  
DELETED

C-8  
Add new Note 5, “5. Type 2 Barrier and Barrier Terminals are allowed in temporary installations only. New Type 2 Barrier and Barrier Terminals are not allowed to be fabricated after December 31, 2019. The plan is provided as a means to verify that any Type 2 barrier and Barrier Terminals fabricated prior to December 31, 2019 meets the plan requirements and cross-sectional dimensions as specified in Standard Specifications 6-10.3(5).”

C-8a  
Add new Note 2, “2. Type 4 Barrier and Barrier Transition are allowed in temporary installations only. New Type 4 Barrier and Barrier Transition are not allowed to be fabricated after December 31, 2019. The plan is provided as a means to verify that any Type 4 barrier and Barrier Transition fabricated prior to December 31, 2019 meets the plan requirements and cross-sectional dimensions as specified in Standard Specifications 6-10.3(5).”

C-8b  
DELETED

C-8e  
DELETED

C-8f  
DELETED

C-16a  
DELETED

C-20.10

The following table is added:

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

C-20.11  
DELETED

C-20.19  
DELETED

C-40.16  
DELETED

C-40.18  
DELETED

C-80.50  
DELETED

C-85.14  
DELETED

C-85.15

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

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

D-2.14

DELETED

D-2.16

DELETED

D-2.18

DELETED

D-2.20

DELETED

D-2.42

DELETED

D-2.44

DELETED

D-2.46

DELETED

D-2.48

DELETED

D-2.82

DELETED

D-2.86

DELETED

D-10.10

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

D-10.15

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

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

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

D-10.45

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

D-15.10

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

D-15.20

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

D-15.30

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

G-20.10

SIGN INSTALLATION BEHIND TRAFFIC BARRIER detail, dimension callout "3' MIN.", is revised to read "5' MIN."

H-70.20

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

H-70.30

DELETED

J-10.16

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

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

J-10.17

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

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

#### J-10.18

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

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

#### J-20.26

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

#### J-20.16

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

#### J-21.10

Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – “ANCHOR BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ THREE REQ’D. PER ASSEMBLY” IS REVISED TO READ: “ANCHOR BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ FOUR REQ’D. PER ASSEMBLY”

Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Detail F, callout, “Heavy Hex Clamping Bolt (TYP.) ~ ¾” (IN) Diam. Torque Clamping Bolts (see Note 3)” is revised to read; “Heavy Hex Clamping Bolt (TYP.) ~ ¾” (IN) Diam. Torque Clamping Bolts (see Note 1)”

Detail F, callout, “¾” (IN) x 2’ – 6” Anchor Bolt (TYP.) ~ Four Required (See Note 4)” is revised to read; “¾” (IN) x 2’ – 6” Anchor Bolt (TYP.) ~ Three Required (See Note 2)”

#### J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1 ½” DIAM., is revised to read; CHASE NIPPLE ~ 1 ½” (IN) DIAM.

#### J-21.16

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

#### J-22.15

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

(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½” DIAM. is revised to read; CHASE NIPPLE ~ 1 ½” (IN) DIAM.

#### J-28.60

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

#### J-40.10

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

#### J-40.36

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

#### J-40.37

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

#### J-75.20

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

#### J-81.10

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

#### L-40.10

DELETED

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

A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-60.10-03.....12/23/14
A-10.20-00.....10/5/07	A-40.00-00.....8/11/09	A-60.20-03.....12/23/14
A-10.30-00.....10/5/07	A-40.10-04.....7/31/19	A-60.30-01.....6/28/18
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.40-00.....8/31/07
A-30.10-00.....11/8/07	A-40.20-04.....1/18/17	
A-30.30-01.....6/16/11	A-40.50-02.....12/23/14	
B-5.20-03.....9/9/20	B-30.50-03.....2/27/18	B-75.20-02.....2/27/18
B-5.40-02.....1/26/17	B-30.60-00.....9/9/20	B-75.50-01.....6/10/08
B-5.60-02.....1/26/17	B-30.70-04.....2/27/18	B-75.60-00.....6/8/06
B-10.20-02.....3/2/18	B-30.80-01.....2/27/18	B-80.20-00.....6/8/06
B-10.40-01.....1/26/17	B-30.90-02.....1/26/17	B-80.40-00.....6/1/06
B-10.70-01.....9/9/20	B-35.20-00.....6/8/06	B-85.10-01.....6/10/08
B-15.20-01.....2/7/12	B-35.40-00.....6/8/06	B-85.20-00.....6/1/06
B-15.40-01.....2/7/12	B-40.20-00.....6/1/06	B-85.30-00.....6/1/06
B-15.60-02.....1/26/17	B-40.40-02.....1/26/17	B-85.40-00.....6/8/06
B-20.20-02.....3/16/12	B-45.20-01.....7/11/17	B-85.50-01.....6/10/08

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

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

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

D-2.04-00.....11/10/05	D-2.80-00.....11/10/05	D-6.....6/19/98
D-2.06-01.....1/6/09	D-2.84-00.....11/10/05	D-10.10-01.....12/2/08
D-2.08-00.....11/10/05	D-2.88-00.....11/10/05	D-10.15-01.....12/2/08
D-2.32-00.....11/10/05	D-2.92-00.....11/10/05	D-10.20-01.....8/7/19
D-2.34-01.....1/6/09	D-3.09-00.....5/17/12	D-10.25-01.....8/7/19

D-2.36-03.....6/11/14	D-3.10-01.....5/29/13	D-10.30-00.....7/8/08
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D-2.60-00.....11/10/05	D-3.11-03.....6/11/14	D-10.35-00.....7/8/08
D-2.62-00.....11/10/05	D-3.15-02.....6/10/13	D-10.40-01.....12/2/08
D-2.64-01.....1/6/09	D-3.16-02.....5/29/13	D-10.45-01.....12/2/08
D-2.66-00.....11/10/05	D-3.17-02.....5/9/16	
D-2.68-00.....11/10/05	D-4.....12/11/98	

E-1.....2/21/07	E-4.....8/27/03
E-2.....5/29/98	E-4a.....8/27/03

F-10.12-04.....9/24/20	F-10.62-02.....4/22/14	F-40.15-04.....9/25/20
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F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-03.....6/29/16
F-10.18-02.....9/24/20	F-30.10-04.....9/25/20	F-45.10-02.....7/15/16
F-10.40-04.....9/24/20	F-40.12-03.....6/29/16	F-80.10-04.....7/15/16
F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	
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G-22.10-04.....6/28/18	G-30.10-04.....6/23/15	G-95.30-03.....6/28/18
G-24.10-00.....11/8/07	G-50.10-03.....6/28/18	
G-24.20-01.....2/7/12	G-90.10-03.....7/11/17	
G-24.30-02.....6/28/18	G-90.11-00.....4/28/16	
G-24.40-07.....6/28/18	G-90.20-05.....7/11/17	
G-24.50-05.....8/7/19	G-90.30-04.....7/11/17	
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I-30.15-02.....3/22/13	I-30.40-02.....6/12/19	I-60.10-01.....6/10/13
I-30.16-01.....7/11/19	I-30.60-02.....6/12/19	I-60.20-01.....6/10/13
I-30.17-01.....6/12/19	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16
J-10.....7/18/97	J-28.40-02.....6/11/14	J-60.13-00.....6/16/10
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J-10.15-01.....6/11/14	J-28.50-03.....7/21/16	J-75.30-02.....7/10/15
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J-10.20-03.....9/16/20	J-29.15-01.....7/21/16	J-80.10-00.....6/28/18
J-10.21-01.....9/16/20	J-29.16-02.....7/21/16	J-80.15-00.....6/28/18
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J-15.10-01.....6/11/14	J-40.30-04.....4/28/16	J-90.21-02.....6/28/18
J-15.15-02.....7/10/15	J-40.35-01.....5/29/13	J-90.50-00.....6/28/18
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J-20.11-03.....7/31/19	J-40.37-02.....7/21/17	
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J-20.16-02.....6/30/14	J-40.39-00.....5/20/13	
J-20.20-02.....5/20/13	J-40.40-02.....7/31/19	
J-20.26-01.....7/12/12	J-45.36-00.....7/21/17	
J-21.10-04.....6/30/14	J-50.05-00.....7/21/17	
J-21.15-01.....6/10/13	J-50.10-01.....7/31/19	
J-21.16-01.....6/10/13	J-50.11-02.....7/31/19	
J-21.17-01.....6/10/13	J-50.12-02.....8/7/19	

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

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# APPENDICES

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# APPENDIX A: PREVAILING WAGES

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## FEDERAL WAGE RATES

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

## WASHINGTON STATE WAGE RATES

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

# **APPENDIX B: PROJECT PERMITS**

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# APPENDIX C: BPA COMMENTS

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**Department of Energy**  
Bonneville Power Administration  
Grand Coulee Maintenance Building  
PO Box 24  
Grand Coulee, WA 99133

TRANSMISSION SERVICES

**June 25, 2020**

In reply refer to: TERR/Grand Coulee  
Case No. 20170110

Tract IDs: FC-S-62-A-140, -A-142, -A-143, -AR-83P1, -63-AR-82, -AR-84  
Line: Chief Joseph-Snohomish Nos. 3&4  
Chief Joseph-Monroe No. 1  
Location: Structures 62/1 – 63/2

Chelan County Natural Resource Department  
Attn: Michael Kane, Agent  
316 Washington Street, Suite 401  
Wenatchee, WA 98801

RE: Nason Creek Kahler Reach Preliminary Designs Project

Dear Mr. Kane:

Thank you for the opportunity to review and comment on the updated Nason Creek Kahler Reach Conceptual Designs Alternatives Report and Plans.

Within the Bonneville Power Administration (BPA), the updated report and plans were reviewed by the following departments: Transmission Line Maintenance, Civil Design, Electrical Effects, and Vegetation Management. This feedback is based on comments received from each.

1. The decommissioning of the access road as identified in the plans (near the Chief Joseph-Snohomish and Chief Joseph-Monroe structures 63/1) would be inconvenient to BPA due to it being the only access to 6 of their structures in this area. If the road is decommissioned BPA would require the use of USFS Road 6910-112 and a connector road to an existing BPA road near latitude 47.77149 degrees North, longitude 120.77160 West. Improvements to all roads mentioned will also be required, and must meet a minimum of BPA specifications. There will be one curve to access BPA structure 63/1 that will require increasing the radius to a 60 foot minimum along with any other required improvements for access. Would the Forest Service be willing to consider this request?
2. BPA requires that a 50' radius around structures remain clear for our large equipment and to maintain stability for our structures. No encroachments within this 50' radius should be designed beyond any that currently exist.
3. No grade increases were identified within your project area. If any grade increases are planned, please contact BPA for review of the specific location.
4. A 20 foot wide access to BPA structures must remain open and unobstructed at all times during construction. The grade of the road shall not exceed 15 percent. All roads must be left in as good or better condition than they were found.

5. Construction equipment must maintain a minimum distance of 20 feet between the equipment and the transmission line conductors at all times. This distance shall not be measured with a pole or any other physical means.
6. A BPA approved Safety Watcher is required to ensure construction equipment shall maintain a minimum distance of 20 feet between the equipment and transmission line conductors at all times
7. Nuisance shocks are common on high voltage transmission line rights of way. Construction equipment should be grounded with a drag chain.
8. Specific vegetation plans, including species, maximum heights, and locations of proposed vegetation must be submitted to BPA for review and approval prior to installation.

Once the plans for this project are closer to completion, BPA would like the opportunity to review them again and issue a Land Use Agreement for all uses and modifications proposed within the transmission line easement area.

As the restoration of fish habitat is an important issue to BPA as well, we look forward to working with you towards the successful completion of your project. Please contact Miroslava Rivera if there are any questions or if you need additional information from BPA. I can be reached at (503) 230-5611, or by email at [mriviera1@bpa.gov](mailto:mriviera1@bpa.gov).

Sincerely,



Miroslava Rivera  
Realty Specialist

# **APPENDIX D: CONTRACT DRAWINGS**

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## APPENDIX E: VIRTUAL SITE TOUR

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### **Nason Creek Kahler Reach Habitat Enhancement Project links for Virtual Site Tour**

Included within this appendix includes a compilation of site photos and links to access drone footage for each site. These videos and imagery were captured on April 22<sup>nd</sup>, 2020. Flows at the time of the flight were estimated to be between 650 and 800 CFS (cubic feet per second). The plans shown on each video are an earlier version of design. They are only intended serve as the basis for location of imagery in relation to the project site. When accessing the imagery, ensure that you select at least 1080p HD quality within the video settings to avoid pixelation. This virtual site tour information is provided as a convenience to potential bidders due to the presence of snow at the site that has the potential to limit physical access.

**Site 1:** <https://youtu.be/vAs0S0E5h2U>

**A1-Site 2:** <https://youtu.be/sYEfd1tL5q0>

Flow data for Nason Creek can be found at

<https://apps.ecology.wa.gov/ContinuousFlowAndWQ/StationDetails?sta=45J070>