CONTRACT PROVISIONS

Lower Chiwawa River Project Area D

November 16, 2026

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

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Chelan County Natural Resources Department

Lower Chiwawa River Project Area D

Bid Opening: Monday, January 11, 2027 at 11:00 AM PDT

Notice to All Plan Holders:

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

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

Contracting Officer & Construction Manager:
Hannah Pygott
Chelan County Natural Resources Department
411 Washington St., Suite 201
Wenatchee, WA 98801
Phone: 509-670-9306
Email: hannah.pygott@co.chelan.wa.us

Project Manager:
Scott Bailey
County Natural Resources Department
411 Washington St., Suite 201
Wenatchee, WA 98801
Phone: 509-679-2131
Email: scott.bailey@co.chelan.wa.us

Project Engineer:
Joshua Barza, PE
Inter-Fluve, Inc.
501 Portway Avenue, Suite 101
Hood River, OR 97031
Phone: 541-386-9003
Email: jbarza@interfluve.com

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BID SUBMITTAL PACKAGE

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BIDDING CHECKLIST

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

Please check to make sure you have accomplished the following:

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

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BIDDING INSTRUCTIONS

A. BID OPENING

The Chelan County Board of County Commissioners will open sealed bids and publicly read them aloud on Monday, January 11, 2027 at 11:00 AM PDT or as soon thereafter as the matter may be heard, at the Board of Commissioners Office, Chelan County Administration Building, 400 Douglas Street Suite 201, Wenatchee, Washington, for the implementation of Chelan County Natural Resources Department Lower Chiwawa River Project Area D in Chelan County. Sealed bids must be received by the Clerk of the Board of County Commissioners in a sealed envelope clearly marked "**Bid for Lower Chiwawa River Project Area D"**.

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

B. BID CONTENTS

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

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

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

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

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

C. CLARIFICATION OF BID

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

D. BID BOND

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

E. BID REVIEW AND EVALUATION

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

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

F. CONTRACT DOCUMENTS FOLLOWING AWARD

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

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

G. CANCELLATION BY COUNTY

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

INVITATION TO BID

Lower Chiwawa River Project Area D

Sealed bids will be received by Chelan County at the Board of County Commissioners Chambers, Chelan County Administration Building, 400 Douglas Street, Wenatchee, Washington until Monday, Monday January 11, 2027, at 11:00 AM PDT for the Chelan County Natural Resources Project, "**Lower Chiwawa River Project Area D**".

Chelan County Natural Resources Project: Lower Chiwawa River Project Area D, Chelan County, WA. This contract provides for a series of restoration activities between river-miles 5 and 6 on the Chiwawa River. This work includes, but is not limited to installation, maintenance and restoration of temporary construction access routes and staging areas; road closures and temporary traffic control as needed to safely deliver, handle, and stage equipment and materials as well as safely direct traffic around the project area; floodplain and channel excavation; offsite disposal of excavated material as shown; temporary erosion and sediment control; procurement, handling and installation of large wood within Chiwawa River; protection of sensitive areas; construction surveying required to perform the aforementioned tasks; and all other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto.

All onsite work shall occur between the dates of June 7 and August 20, 2027. All work below ordinary- high water mark shall occur between the dates of July 1 and July 31, 2027. The project shall be substantially complete by or before August 20, 2027.The estimated range of probable cost is $1,055,000- $1,290,000 excluding WSST.

An **Optional** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on December 7, 2026 at 10:30 AM. Attendees should meet at the project site. To access the site, travel north on WA-207 from the WA-207 and US-2 Junction approximately four miles. Turn right on Chiwawa Loop Road and continue for 1.3 miles. Turn left on Chiwawa River Road. Continue for 2.7 miles until you reach the project location. This site is on public property and therefore is open to inspection at any time. A minimum of one representative from each Prime Contractor that intends to submit a bid is encouraged to attend.

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

The County of Chelan in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, gender, color or national origin in consideration for an award.

All bids shall be marked "LOWER CHIWAWA RIVER PROJECT AREA D" on the outside of the envelope. The Board of County Commissioners reserves the right to reject any or all bids for cause.

BOARD OF CHELAN COUNTY COMMISSIONERS

Dated this _____ day of _____, 2026

BOARD OF CHELAN COUNTY COMMISSIONERS

_____
SHON SMITH, CHAIRMAN

ATTEST: ANABEL TORRES

_____
KEVIN OVERBAY, COMMISSIONER

_____
Clerk of the Board

_____
BRAD HAWKINS, COMMISSIONER

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

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BID PROPOSAL FORM

Lower Chiwawa River Project Area D

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:

LOWER CHIWAWA RIVER PROJECT AREA D BID SCHEDULE						
Item	**Spec #**	**Description**	**Unit**	**Quantity**	**Unit Price**	**Total Price**
1	1-09.7	MOBILIZATION	LS	1		
2	1-04.4	MINOR CHANGE	DOL	$10,000	$1.00	$10,000
3	1-05	CONTRACTOR SURVEYING	LS	1		
4	2-04	TEMPORARY TRAFFIC CONTROL	LS	1		
5	8-01	TESC PLAN AND IMPLEMENTATION	LS	1		
6	2-05	TEMPORARY ACCESS AND STAGING	LS	1		
7	3-01	CLEARING & GRUBBING	LS	1		
8	8-31	WORK AREA ISOLATION AND DEWATERING	LS	1		
9	3-10	EXCAVATION – SIDE CHANNEL	CY	4,020		
10	3-10	EXCAVATION – RIPARIAN BANK	CY	1,800		
11	8-05	APEX LARGE WOOD STRUCTURE	EA	1		
12	8-05	APEX-NARROW LARGE WOOD STRUCTURE	EA	1		
13	8-05	BANK-BURIED LARGE WOOD STRUCTURE	EA	4		
14	8-05	RIPARIAN BANK LARGE WOOD STRUCTURE	EA	2		
15	8-05	SIDE CHANNEL CONFLUENCE LARGE WOOD STRUCTURE	EA	1		
16	8-05	LOG BUMPERS	EA	3		
17	8-05	SIDE CHANNEL HABITAT WOOD - IMPORTED	EA	74		
18	8-19	LOG AND ROOTWAD BARRIER	EA	7		
19	8-19	ALTERNATIVE LOGS AND WOODY	EA	80		

		DEBRIS				
20	8-19	BOULDERS	LS	1		
21	3-11	BERMS	CY	6270		
22	8-19	ROAD WARNING SIGN	EA	1		
						Base Bid Total

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

PRINT BIDDER NAME DATE

SIGNATURE OF PRINCIPAL OR OFFICER

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BID PROPOSAL DECLARATION

To the Chelan County Board of County Commissioners:

The undersigned Bidder hereby certifies that the Bidder has examined the sites upon which the Work is to be performed and has read and thoroughly understands the plans, specifications, addenda and contract governing the work, the manner by which payment will be made for such work and time in which to attain Substantial Completion for the LOWER CHIWAWA RIVER PROJECT AREA D.

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

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

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

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

Bid Proposal Bond ____ Cashier's Check ____ Certified Check _____
Checks must be payable to the Treasurer of Chelan County, Washington.

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

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BID PROPOSAL BOND

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

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction to wit: **Chelan County Natural Resources Project:** Lower Chiwawa River Project Area D, Chelan County, WA. This contract provides for a series of restoration activities between river-miles 5 and 6 on the Chiwawa River. This work includes, but is not limited to installation, maintenance and restoration of temporary construction access routes and staging areas; road closures and temporary traffic control as needed to safely deliver, handle, and stage equipment and materials as well as safely direct traffic around the project area; floodplain and channel excavation; offsite disposal of excavated material as shown; temporary erosion and sediment control; procurement, handling and installation of large wood within Chiwawa River; protection of sensitive areas; construction surveying required to perform the aforementioned tasks; and all other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto.

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

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

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

WITNESS our hands this _____ day of _____, 20___.

PRINT PRINCIPAL'S NAME	PRINT SURETY'S NAME
SIGNATURE: AUTHORIZED PRINCIPAL/OFFICER	SIGNATURE: SURETY/AUTHORIZED AGENT
ATTORNEY-IN-FACT, SURETY	

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BIDDER INFORMATION

PROJECT: Lower Chiwawa River Project Area D

Contractor registration, bonding and insurance information will be confirmed through the 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 _____

EMAIL:_____

PRINCIPALS:

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

Project Name	Contracting Agency	Contracting Agency Contact (Name and Phone or Email)	Completion Date

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NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint for free competitive bidding in connection with the project for which this proposal is submitted.

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

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. For contracts exceeding $1,000,000, the bidder shall also submit the names of all subcontractors that will perform HVAC (heating, ventilation, and air conditioning) work, electrical work, structural steel installation, or rebar installation, in accordance with RCW 39.30.060, regardless of whether the contract amount exceeds 10 percent of the contract price.

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 CONRACTING 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

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

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE

1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

   a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____ By _____
(Authorized Signature)

_____
(Name and Title)

INSTRUCTIONS FOR CERTIFICATION

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

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CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

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

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

_____
BIDDER'S BUSINESS NAME

_____
SIGNATURE OF AUTHORIZED OFFICIAL*

_____
PRINTED NAME

_____
TITLE

_____ _____ _____
DATE CITY STATE

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

_____

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

_____

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

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CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE TRAINING

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

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

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

BUSINESS NAME UNIFIED BUSINESS INDENTIFIER (UBI)

SIGNATURE OF AUTHORIZED OFFICIAL*

PRINTED NAME

**Check one option below and provide details*

Option A ☐ Labor and Industries Prevailing Wage Training Completion

L&I Prevailing Wages Training Completion Date

Option B ☐ Exemption from Training Requirement

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

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

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

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BONDING AND CLAIMS

BONDING COMPANY NAME (Exactly as Registered)

ADDRESS

CITY STATE ZIP

REGISTRATION BOND NO. $ AMOUNT EXPIRATION DATE

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

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

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

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

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

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

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CONSTRUCTION CONTRACT PACKAGE

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

AGREEMENT

THIS AGREEMENT, made this_____day of_____, _____, by and between Chelan County hereinafter called "CONTRACTING AGENCY" and _____doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction of the **Lower Chiwawa River Project Area D** in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall complete all on-site work as indicated on the Drawings between the dates All onsite work shall occur between the dates of June 7 and August 20, 2027. All work below ordinary- high water mark shall occur between the dates of July 1 and July 31, 2027. The project shall be substantially complete by or before August 20, 2027.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of **$**_____ or as shown in the BID schedule (*Not including Washington State Sales Tax*). Washington State Sales Tax will be paid by the CONTRACTING AGENCY on Progress Payment Base amounts at the time of "Contractor's Application for Payment".
5. The CONTRACTOR shall submit applications for payment in accordance with the 2027 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (Standard Specifications). Applications for payment shall be submitted to the CONTRACTING AGENCY.
6. The term "CONTRACT DOCUMENTS" means and includes the following:
   (A) BIDDING INSTRUCTIONS
   (B) INVITATION TO BID
   (C) BID PROPOSAL
   (D) BID PROPOSAL DECLARATION
   (E) BID PROPOSAL BOND
   (F) BIDDER INFORMATION
   (G) NON-COLLUSION DECLARATION
   (H) SUBCONTRACTORS LIST
   (I) CERTIFICATION REGARDING DEBARMENT
   (J) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
   (K) CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE TRAINING
   (L) BONDING AND CLAIMS
   (M) AGREEMENT
   (N) PERFORMANCE AND PAYMENT BOND
   (O) NOTICE OF AWARD
   (P) NOTICE TO PROCEED
   (Q) CERTIFICATE OF SUBSTAINTIAL COMPLETION
   (R) CONTRACTORS AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
   (S) CONTRACTORS AFFIDAVIT OF RELEASE OF LEINS
   (T) CONSENT OF SURETY TO FINAL PAYMENT
   (U) SPECIAL PROVISIONS
   (V) CHANGE ORDER(s)
   (W) ADDENDA:

a. No._____Dated__, 202__
b. No._____Dated__, 202__
c. No._____Dated__, 202__

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

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

CONTRACTING AGENCY

SIGNATURE

PRINT NAME

TITLE (SEAL)

ATTEST:
Clerk of the Board

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR

SIGNATURE

PRINT NAME

ADDRESS

TITLE (SEAL)

EMPLOYER ID NUMBER: _____

ATTEST:

SIGNATURE

PRINT NAME

TITLE

PERFORMANCE AND PAYMENT BOND

KNOW ALL PERSONS 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:

Lower Chiwawa River Project Area D

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 _____

(Attorney for _____)

BY _____

Address of local office and agent of Surety Company is:

_____

_____

_____

NOTICE OF AWARD

DATED _____

TO _____

ADDRESS _____

PROJECT Lower Chiwawa River Project Area D

The CONTRACTING AGENCY has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated_____, and Information for Bidders.

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

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

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

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CONTRACTING AGENCY. Dated this_____day of_____, 202__.

_____
CONTRACTING OFFICER

_____ _____
SIGNATURE TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____this _____day of_____, 202__.

_____ _____
SIGNATURE TITLE

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NOTICE TO PROCEED

DATED _____

TO _____

PROJECT Lower Chiwawa River Project Area D

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or after_____, and you are to attain Substantial Completion, as determined by the Contracting Agency, on or before August 20, 2027.

_____
CONTRACTING OFFICER

_____ _____
SIGNATURE TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____this _____day of_____, _____.

_____ _____
SIGNATURE TITLE

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

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CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Lower Chiwawa River Project Area D

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

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

COUNTY OF: CHELAN **CONTRACT DATED:** _____

DATE OF ISSUANCE: _____

Project or Designated Portion Shall Include:

The work performed under this CONTRACT has been reviewed and found to be substantially complete. The date of substantial completion of the project or portion thereof designated above is hereby established as of_____20_____ which is also the date of commencement of applicable warranties as required by the Contract Documents, except as stated below.

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

CONTRACTOR	BY	DATE

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

CHELAN COUNTY COMMISSIONER	BY	DATE

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

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

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CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS

PROJECT: Lower Chiwawa River Project Area D

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

CONTRACTING AGENCY ☐
ENGINEER ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

STATE OF: WASHINGTON **CONTRACT FOR:** _____

COUNTY OF: CHELAN **CONTRACT DATED:** _____

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: _____
ADDDRESS: _____

Subscribed and sworn to before me
this __day of _____ 20__.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	SIGNATURE OF NOTARY PUBLIC
PRINTED NAME	PRINTED NAME OF NOTARY PUBLIC
PRINTED TITLE	COMMISSION EXPIRATION DATE

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CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: Lower Chiwawa River Project Area D

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

CONTRACTING AGENCY ☐
ENGINEER ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

STATE OF: WASHINGTON **CONTRACT FOR:** _____

COUNTY OF: CHELAN **CONTRACT DATED:** _____

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

Exceptions are as follows:

_____

_____

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: _____
ADDDRESS: _____

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: Lower Chiwawa River Project Area D

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

CONTRACTING AGENCY ☐
ENGINEER ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

STATE OF: WASHINGTON

COUNTY OF: CHELAN

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)

_____
PRINTED NAME AND TITLE

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SPECIAL PROVISIONS

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INTRODUCTION TO THE SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the most recent *Standard Specifications for Road, Bridge and Municipal Construction,* 2027 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)	=	Identifies APWA GSP and date created
(April 1, 2013 WSDOT GSP)	=	Identifies WSDOT GSP and date created
(******)	=	Identifies project specific Special Provision

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- *Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects-FP-14,* Federal Highway Administration, current

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

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

DIVISION 1
GENERAL REQUIREMENTS

1-01 DEFINITIONS AND TERMS

(******)

Description of Work

Chelan County Natural Resources Project: Lower Chiwawa River Project Area D, Chelan County, WA. This contract provides for a series of restoration activities between river-miles 5 and 6 on the Chiwawa River. This work includes, but is not limited to installation, maintenance and restoration of temporary construction access routes and staging areas; road closures and temporary traffic control as needed to safely deliver, handle, and stage equipment and materials as well as safely direct traffic around the project area; floodplain and channel excavation; offsite disposal of excavated material as shown; temporary erosion and sediment control; procurement, handling and installation of large wood within Chiwawa River; protection of sensitive areas; construction surveying required to perform the aforementioned tasks; and all other work,, all in accordance with the attached Contract Plans, these Contract Provisions, and the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto.

1-01.3 Definitions

(January 19, 2022 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

The day the Project Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute

facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Section 1-01.3 is supplemented with the following:

(******)

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

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

All references to Engineer and Contracting Officer and/or Contracting Agency are equivalent.

All references to "Project Engineer" refers to the firm and Engineer of Record responsible for preparation of the Plans and/or these Special Provisions.

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.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

This section is deleted and replaced with the following

(******)

1-02.1 Qualifications of Bidder

(February 17, 2026 APWA GSP Option B)

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

The following new subsection is added:

(******)

1-02.1(2) Project Specific Supplemental Qualifications Criteria

The Contractor shall submit a "Statement of Qualifications" with this bid. The Contractor shall have prior experience with successful installation of at least three (3) similar projects in the last seven (7) years. Bidders can fulfill this requirement by completing the statement of qualifications within the bid documents, using additional sheets as necessary.

Projects qualified as "similar" are defined by:

- At least one project needs to have included handling and installation of large woody structures
- At least one project needs to have included work in an active channel and below ordinary high water.
- At least one project needs to have included the excavation and handling of at least 2,000 C.Y of material.

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

This section is deleted and replaced with the following:

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

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

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

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

Section 1-02.4 is supplemented with the following:

(******)

An **Optional** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on December 7, 2026 at 10:30 AM. Attendees should meet at the project site. To access the site, travel north on WA-207 from the WA-207 and US-2 Junction approximately four miles. Turn right on Chiwawa Loop Road and continue for 1.3 miles. Turn left on Chiwawa River Road. Continue for 2.7 miles until you reach the project location. This site is on public property and therefore is open to inspection at any time. A minimum of one representative from each Prime Contractor that intends to submit a bid is encouraged to attend.

1-02.4(1) General

(December 30th, 2022 APWA GSP Option B)

The first sentence of the ninth paragraph beginning with "Prospective Bidders desiring…", is revised to read:

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

1-02.4(2) Subsurface Information

Supplement this section with the following:

(******)

No geotechnical assessment has been completed for this project site. However, soils in the area have been classified by the Natural Resources Conservation Service (NRCS), as described below.

NRCS classifies soils within the project area as Mippon gravelly fine sandy loam, 0 to 3 percent slopes; Aeric Fluvaquents, nearly level; and Choralmont cindery sandy loam, till substratum, 3 to 30 percent slopes. The Mippon gravelly fine sandy loam soil unit covers most of the project area, is associated with floodplain settings, and its description matches observations of floodplain substrate at the site, so this soil unit is anticipated to be representative of project area soils. This soil type is described as containing a thin layer of organic-rich fine material overlying a thick layer of sand, gravel, and cobble sized sediments.

Representative site photos of the surface conditions are shown on the Existing Conditions Sheet of the Plans and Appendix D.

1-02.5 Proposal Forms

(February 17, 2026 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. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. The required certifications are included as part of the Proposal Form.
>
> The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal

Section 1-02.6 is supplemented with the following:

(******)

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

(February 17, 2026 APWA GSP, Option C)

The first sentence of the second paragraph is revised to read as follows:

> All prices shall be in legible figures (not words) written in ink or typed, and expressed in U.S. dollars.

Supplement the second paragraph with the following:

1. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.

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

> The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.
>
> The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.
>
> A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).
>
> A bid by a partnership shall be executed in the partnership name and signed by a partner.
>
> A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture.
>
> The bidder shall fill out the bidder questionnaire completely.

1-02.7 Bid Deposit

This section is supplemented with the following:

(******)

A certified check or bid bond made payable to the Chelan County for an amount equal to at least five (5%) percent of the total amount of the bid, must accompany each bid as evidence of good faith, and as a

guarantee that, if awarded the contract, the bidder will execute the contract and give bond, as required. Should the successful bidder fail to enter into such a contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit may be forfeited to Chelan County.

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

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

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

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

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

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project if applicable;

2. Name of the project;

3. The Contracting Agency named as obligee;

4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;

5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;

6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

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

1-02.9 Delivery of Proposal

(November 21, 2025 APWA GSP, Option A)

Delete this section and replace it with the following:

GENERAL

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.

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" that is received after the time specified, or received in a location other than that specified in the Call for Bids.

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

Supplemental bid information submitted after the Proposal submittal but within 48 hours of the time and date the Proposal is due, shall 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.

(******)

All sealed bids shall be delivered to:

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

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(******)

Delete this section, and replace it with the following:

After submitting a physical (or electronic when allowed) 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, if a physical Bid Proposal was submitted, or recalled electronically via electronic method described in 1-02.9 if an electronic Bid Proposal was submitted, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the

Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

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

1-02.12 Public Opening of Proposal

This section is supplemented with the following:

(******)

Date of Opening Bids

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

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

The bid opening date for this project is scheduled for Monday, January 11, 2027. The bids received will be publicly opened and read on this date at **11:00 AM**, or as soon as possible thereafter.

1-02.13 Irregular Proposals

(******)

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 Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
   c. A price per unit cannot be determined from the Bid Proposal;
   d. The Proposal form is not properly executed;
   e. The Bidder fails to submit or properly complete a subcontractor list, if applicable, as required in Section 1-02.6;
   f. The Bidder fails to submit the Bidder Questionnaire, if applicable as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or
   g. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

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. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;

d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
e. Receipt of Addenda is not acknowledged;
f. 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
g. If Proposal form entries are not made in ink.

This section is supplemented with the following:

(******)

h. If a Proposal does not include or meet the Project Specific Supplemental Qualifications requirements as listed in section 1-02.1.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option A)

Delete this section and replace with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet the supplemental criteria listed in section 1-02.1 of these Special Provisions.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria. As evidence that the Bidder meets the mandatory bidder responsibility criteria, the Contracting Agency may require the apparent low Bidder to submit to the Contracting Agency within 48 hours of request, documentation demonstrating compliance with all responsibility criteria. Documentation can be submitted either as scanned files submitted through e-mail to the Contracting Agency, or printed files submitted through traditional mail or in person. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility. The Contracting Agency also reserves the right to obtain information from third parties concerning a Bidder's compliance with the mandatory bidder responsibility criteria.

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

1-02.15 Pre-Award Information

(******)

The following is added to the end of this section:

7. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(******)

Revise the first paragraph to read:

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

1-03.3 Execution of Contract

(February 17, 2026 APWA GSP, Option A)

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 *** Ten (10) *** calendar days after the award date, the successful Bidder shall return the signed Contracting Agency-prepared Contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the Contract by the Contracting Agency, the successful Bidder shall provide, if required, any of the following: pre-Award information required by the Contracting Agency as listed under Section 1-02.15, proof of licensure for electrical, HVAC, or plumbing subcontractors. If the Prime Contractor lists themselves as performing electrical, HVAC, or plumbing they are required to submit proof of licensure prior to execution.

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 *** Ten (10)*** additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

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

Add the following new section:

(******)

1-03.7 Judicial Review

(December 30, 2022 APWA GSP)

Revise this section to read:

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

1-04 SCOPE OF WORK

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

This section is revised to read:

(******)

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

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

(December 30, 2022 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. Standard Specifications,
6. Contracting Agency's Standard Plans or Details (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 Changes

(January 19, 2022 APWA GSP)

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

1-04.4(1) Minor Changes

(May 30, 2019 APWA GSP)

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to $10,000 or less may be made under the Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work and will not change Contract Time.

1-04.6 Variation in Estimated Quantities

Include as written.

1-04.7 Differing Site Conditions (Changed Conditions)

Supplement this Section with the following:

(******)

The site is a complex river and floodplain system formed by natural and anthropogenic processes. Reports on the physical conditions within the project site are available to the Contractor from the Owner. Soil types and properties, surface and groundwater conditions are known to be complex and varied. The Contractor shall account for this in their bids. Variation in soil types and water conditions shall not qualify as Differing Site Conditions. It is the Contractor's responsibility to be familiar with site conditions. Contractor shall be responsible for collecting additional data during construction as required to select means and methods to construct the project.

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. This includes but is not limited to repairing any damage that occurs to existing vegetation. The use of rubber-tracked equipment is encouraged but not mandatory.

1-05 CONTROL OF WORK

1-05.4 Conformity with and Deviations from Plans and Stakes

Add the following new subsections:

(******)

1-05.4(1) Contractor Surveying

Contractor shall be responsible for verifying primary survey control shown on the Plans, establish secondary survey control as needed, and set key grade stakes and location stakes as necessary to complete work in all respects. The Contractor shall be responsible for setting, maintaining, and resetting all supplemental alignment stakes, slope stakes, and grades necessary for the construction of the project. All calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

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

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

1. Using Owner-provided primary control to establish secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of all control to the Owner. The description shall include coordinates and elevations of all control points.
2. Establish the centerline and/or other relevant breaklines for all proposed excavations and backfills.
3. For all other types of construction shown on the Plans, provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

Primary construction stakes and survey markers will be conspicuously marked with flagging tape or paint if desired by the Contractor. In the event the Contractor's operations destroy any of the primary control points, the Contractor shall replace such control points at their expense, subject to verification by the Engineer. All verification costs shall be borne by the Contractor. The cost of any such verification or replacement of control survey points will be deducted from any monies due to the Contractor. The Contractor will not be allowed any adjustment in working days for such verification or replacement of survey control points.

The Contractor shall inform all Subcontractors of the importance of the preservation of all survey markers. The Contractor shall be responsible for protecting and maintaining all stakes from destruction. In the event that one or more of the stakes are damaged or destroyed by one or more subcontractors, the Contractor shall replace the stakes at no cost to the Owner.

Digital files of alignments, surfaces, points, and lines will be made available upon request by the Contractor to supplement the stakeout points shown on the Plans. It is the responsibility of the Contractor to verify the accuracy of all survey information provided by the Owner prior to commencing excavations or filling operations. Commencement of these operations constitutes acceptance of the survey information as appropriate to meet the intent of the Contract.

Engineer and/or Contracting Agency will verify a portion of the survey layout. Survey verification and layout/flagging completed by the Engineer should be considered as general guidance only and do not change the requirements for normal checking by the Contractor. The Contractor shall provide the Engineer with copies of any calculations and staking data when requested.

1-05.4(2) Submittal

Prior to Mobilization, the Contractor shall submit a Survey Staking Plan including a narrative, diagrams showing staking configuration, and schedule of staking for Owner approval.

1-05.4(3) Measurement

No unit of measurement shall apply to the Lump Sum bid item," Contractor Surveying".

1-05.4(4) Payment

The lump sum Contract price for "Contractor Surveying" shall be full pay to perform the Work as described in this Section.

1-05.5 Tolerances

This section is supplemented with the following:

(******)

The Contractor shall ensure earthwork is completed within the following tolerances:

	Vertical	Horizontal
Channel and Riparian Bank grading	±0.10 ft	±0.25 ft
Pool grading	±0.10 ft	±0.50 ft
Large Wood Structures	±0.50 ft	±0.50 ft

1-05.6 Inspection of Work and Materials

Supplement this Section with the following:

(******)

The Contractor shall accommodate periodic verification of accuracy of local positioning systems and global positioning systems used by the Contractor to layout and check the locations and elevation of the work.

The Contractor shall accommodate inspection of grading by the Engineer. The first inspection shall occur when each area has been rough graded to elevations shown on the Plans. The second inspection shall occur when the grading is complete but before grading equipment has been removed from the work area. The Contractor shall notify the Engineer once the rough grading and final grading has been completed for each project area. Time required to conduct inspections shall not warrant a time extension. Inspections by the Engineer shall not relieve the Contractor from the responsibility of checking grades and slopes as the work progresses and conformance with the grades and slopes shown on the Plans.

1-05.7 Nonconforming Work

(February 17, 2026 APWA GSP)

Supplement this section with the following:

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. The Engineer has the right to reject all or part of the Nonconforming Work, and the Engineer's decision is final and not subject to protest.

No additional contract time or compensation will be allowed when the Contracting Agency exercises their rights provided by this Section.

1-05.7(1) Identification of Nonconforming Work

Replace this section with the following:

The Contractor is responsible for quality control and shall identify all Nonconforming Work. The Contracting Agency may also identify Nonconforming Work. However, failure by the Contracting Agency to identify Nonconforming Work shall not relieve the Contractor from their responsibility

for the quality of the Work, nor shall it constitute acceptance or approval of the Nonconforming Work.

1-05.7(2) Reporting of Nonconforming Work

Replace this section with the following:

The Contractor shall immediately report all Nonconforming Work to the Engineer and shall include any relevant information known for suggested remediation of Nonconforming Work.

When the Contracting Agency identifies Nonconforming Work, the Engineer will notify the Contractor in writing specifying a time when a remedy must be complete. If the Contractor fails to remedy Nonconforming 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.

1-05.7(3) Remediation of Nonconforming Work

Supplement this section with the following:

The Contractor shall be responsible and bear all costs for remediating Nonconforming Work.

If the Contracting Agency remedies Nonconforming Work after the specified time when a remedy was to be completed, by any means deemed necessary, direct and indirect costs incurred by the Contracting Agency attributable to correcting and remedying Nonconforming Work not corrected by the time provided in the notice, or Work the Contractor failed or refused to perform, shall be paid by the Contractor.

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 Nonconforming Work corrected immediately, have the 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 risk of loss or damage to the public.

When costs are incurred by the Contracting Agency, payment will be deducted by the Engineer from monies due, or to become due, to the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and compensation for removal, repair, replacement and/or correction of the Contractor's Nonconforming Work.

1-05.8 Vacant

Section 1-05.8 is replaced with the following:

(******)

1-05.8 Required Submittals and Approvals

The following is a list of required submittals due to the Contracting Agency as detailed in the respective section of the Standard Specifications and these Special Provisions. The Contractor shall prepare and

submit the following submittals according to the requirements for each submittal. Each submittal shall be submitted to the Contracting Officer via e-mail unless otherwise directed. The Owner's approval shall be required prior to commencing work related to each submittal.

APPROVAL NAME	SPEC. SECTION	NOTICE PERIOD
Clearing Limits	2-01.3(1)	3 days
Rough and Final Grading Inspections	2-05	3 days
Notice Prior to Seeding	8-02	5 days
Large Wood Structure Oversight	8-05	3 days
Request for Fish and Aquatic Species Exclusion and Removal	8-31.3	7 days

- 1-05.4(2) Survey Staking Plan
- 1-06.2 BABA Certification of Compliance
- 1-07.3(1) Fire Prevention Plan
- 1-07.15 Spill Prevention, Control, and Countermeasure (SPCC) Plan
- 1-08.3 Type A Project Schedule with working hours per day shown
- 2-04 Temporary Traffic Control Plan
- 2-05.3(1) Earthwork Sequence Plan
- 8-01.3(1)A1 Construction General Stormwater Permit (CSWGP) (including SWPPP)
- 8-01.3(1)A1 Temporary Erosion and Sediment Control Plan
- 8-01.3(1)C6 Hydraulic Fluid Catalog Cut
- 2-05.3 Temporary Construction Access and Staging Plan
- 8-05.3(1) Large Wood Procurement Plan
- 8-05.3(2) Large Wood Connection Hardware Materials
- 8-31(3) Temporary Water Management Plan

This list is provided for the convenience of the Contractor and may not be complete. Refer to the text of the Special Provisions and Standard Specifications for a complete description of Contract submittal requirements.

1-05.11 Final Inspection

Delete this section and replace it with the following:

(******)

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

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

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

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

1-05.12 Final Acceptance

Section 1-05.12 is revised to the following:

(******)

The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the Contracting Agency against any claim or loss resulting from the failure of the Contractor (or the subcontractors or lower tier subcontractors) to pay all laborers, mechanics, subcontractors, material persons, or any other person who provides labor,

supplies, or provisions for carrying out the Work or for any payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW.

The following new subsection is added:

(******)

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

(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be served and directed to the 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 written in paper format, hand delivered or sent via certified mail delivery service with return receipt requested to the 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.

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

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

1-06 CONTROL OF MATERIAL

The following new subsection is added:

(******)

1-06.2 Build America, Buy America

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver.

The subject infrastructure project is at least partially funded by an award of Federal financial assistance. To lawfully utilize this funding, each of the following requirements must be met:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

This excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Chelan County must ensure that the domestic content procurement preference flows down to all contracts and subcontracts, and that the contractors, subcontactors, and any subrecipients comply with the domestic content procurement preference. As such, all Buy America provisions provided herein must be included in all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

Section 70914 of Public Law No. 117-58, §§ 70901-52.

https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-184

Certification of Compliance

Contractors and subcontractors must sign and submit to the Contracting Agency a certification letter which demonstrates compliance with BABAA requirements.

SAMPLE SELF-CERTIFICATION LETTER

The following provides suggested language for the self-certification:

> The undersigned certifies, to the best of their knowledge and belief, that:
>
> The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.
>
> The undersigned certifies that for the _____ (Project Name and Location) ____ the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:
>
> 1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

"The, ____ [Contractor or Subcontractor] __, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the [Contractor or Subcontractor] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

_____

Signature of [Contractor's or Subcontractor's] Authorized Official

_____

Name and Title of [Contractor's or Subcontractor's] Authorized Official

_____

Date

Manufacturer Certifications

The Contractor may also provide the Contracting Agency a certification letter from the product manufacturer(s) to demonstrate compliance with BABAA requirements. Certification letters shall contain five essential elements, which include:

- A reference to the project;
- Specific product information;
- Compliance with BABAA reference;
- Location of manufacturer (country); and
- A company representative signature.

The certification letter should be maintained as part of the project record.

SAMPLE MANUFACTURER CERTIFICATION LETTER:

Company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: Build America, Buy America Act Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the Build America, Buy America Act (BABAA) requirement as mandated in the Infrastructure Investment and Jobs Act (IIJA) Pub. L. No. 117-58, §§ 70901-52.

Item, Products and/or Materials:

1. XXXX

2. XXXX

3. XXXX

Such process took place at the following location:_____.

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the engineer.

Signed by company representative

Waivers

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) Applying the domestic content procurement preference would be inconsistent with the public interest (a "public interest" waiver); (2) The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a "non-availability" waiver) ; or (3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost" waiver).

A request to waive the application of the domestic content procurement preference must be in writing. The request must include detailed justification for product use, product specifications and a description of the effort to find an equivalent domestic product. Waiver requests are subject to public comment periods of no less than 15 days and no more than 30 days and must be reviewed by the Federal Agency. The Contractor must be prepared to provide additional information as necessary to support the request review. The estimated timeline for most waiver requests is 45-calendar days from date of submission until final waiver determination is made.

There may be instances where an award qualifies, in whole or in part, for an existing waiver (a "general applicability" waiver).

When necessary, recipients may apply for, and the agency may grant, a project specific waiver from these requirements. To request a waiver, contact Scott Bailey with Chelan County Natural Resources Department at Scott.Bailey@co.chelan.wa.us.

Definitions

All definitions and sections of 2 CFR Part 184 Apply.

https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-184

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

1-07.2 State Taxes

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

(******)

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

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

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines

when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

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

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

(******)

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

The contractor is responsible for securing and maintaining any necessary IFPL work waivers.

The contractor must develop and submit a Fire Prevention Plan.

1-07.5 Environmental Regulations

1-07.5(1) General

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

(******)

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

The Contractor shall notify the Contracting Agency a minimum of *** 7 *** calendar days prior to commencing any work in sensitive areas, mitigation areas, and wetland buffers. Installation of construction fencing is excluded from this notice requirement.

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

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

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

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

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

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

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

(******)

All onsite work shall occur between the dates of June 7 and August 20, 2027. All work below ordinary-high-water mark shall occur between the dates of July 1 and July 31, 2027. The project shall be substantially complete by or before August 20, 2027.

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

Section 1-07.6 is supplemented with the following:

(******)

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

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.	STATUS
Nationwide Permit	USACOE	NWS-2004-189	Received
Hydraulic Project Approval	WDFW	APP ID: 0045257	Submitted

1-07.9 Wages

1-07.9(1) General

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 Contractor shall 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 Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor. The contractor shall use the wage determinations which are in effect under the Davis-Bacon Act for Public Works Contracts for Heavy

Construction within Chelan County at the time of the bid opening date. Federal Wage Determinations are updated and posted at https://sam.gov/content/wage-determinations.

When required to comply with the federal labor standards, 29 CFR S5.5 applies. This can be accessed via this link. https://www.ecfr.gov/current/title-29/subtitle-A/part-5#5.5

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

1-07.9(5)A Required Documents

(February 17, 2026 APWA GSP, Option A)

Revise this section to read:

All Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Engineer and entered into the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system. In addition to entries made in the PWIA system, all Certified Payrolls must be submitted weekly to the Contracting Agency with a legally valid signature.

Intents and Affidavits

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

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

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

Certified Payrolls

Certified payrolls are required to be submitted by the Contractor for themselves, all Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly on all Federal-aid projects and no less than monthly on State funded projects. Certified Payroll Reports (CPR's) are required to be submitted for review by the Contracting Agency prior to payment of any applicable invoices.

Penalties for Noncompliance

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

1-07.11 Requirements for Nondiscrimination

(October 1, 2020 APWA GSP, Option A)

Supplement this section with the following:

Disadvantaged Business Enterprise Participation

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

DBE Goals

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

Affirmative Efforts to Solicit DBE Participation

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

1-07.15 Temporary Water Pollution Prevention

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

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

(******)

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

Mixing, Transfers, & Storage

1. All oil, fuel or chemical storage tanks or containers shall be diked and located on impervious surfaces so as to prevent spill from escaping.

2. All liquid products shall be stored and mixed on impervious surfaces in a secure water tight environment and provide containment to handle the maximum volume of liquid products on site at any given time.

3. Proper security shall be maintained to prevent vandalism.

4. Drip pans or other protective devices shall be required for all transfer operations.

1. **Spills:** Paint and solvent spills shall be treated as oil spills and shall be prevented from reaching storm drains or other discharges. No cleaning solvents or chemicals used for tool or equipment cleaning may be discharged to the ground or water.
2. **Maintenance of Equipment:** Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc, shall be checked regularly for drips or leaks and shall be maintained and stored properly to prevent spills into State waters.
3. **Disposal:** Spilled waste, chemicals or petroleum products shall be transported off site for disposal at a facility approved by the Department of Ecology. The materials shall not be discharged to any sanitary sewer without approval of the local sewer authority.
4. **Reporting and Cleanup:** The Contractor's designated person for managing and implementing the SPCC Plan shall report hazardous material spills as follows:

   A. Spills into State Water (including ponds, ditches, seasonally dry streams, and wetlands) shall be reported immediately, call all of the following:

   National Response Center (800) 424-8802
   WA State Div. of Emergency Management (800) 258-5990
   Ecology, Central Regional Office (509) 575-2490

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

1-07.16 Protection and Restoration of Property

1-07.16(1) Private/Public Property

Supplement this Section with the following:

(******)

The Contractor shall restore the private access road to original or better condition upon completion of the Work. Unlike the temporary access roads that are established to complete the Work, the existing private access road will not require decompaction.

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

The Contractor shall exercise care while completing the Work to avoid any damage to existing fencing materials and decorative fixtures present at the sites. All costs associated with repairing any damage that occurs as a result of Contractor actions shall be the responsibility of the Contractor.

1-07.16(2) Vegetation Protection and Restoration

Supplement this Section with the following:

(******)

Vegetation protection and restoration shall be incidental to Clearing and Grubbing.

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(******)

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification. There is an overhead power line and poles at the north end of the Project Area, as shown on the Plans. There are no other known utilities present within the work area. It is the responsibility of the Contractor to coordinate a locate for the site prior to conducting any ground disturbing work.

The following addresses and telephone numbers of utility companies or their Contractors are listed below:

811- CALL BEFORE YOU DIG
Dial 811 or 800-424-5555

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(January 4, 2024 APWA GSP)

1-07.18(1) General Requirements

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A- VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall

state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency

G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

I. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A "wrap up policy" is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

1-07.18(2) Additional Insured

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

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers;
- USDA Forest Service, Okanogan-Wenatchee National Forest and its officers, elected officials, employees, agents, and volunteers
- Inter-Fluve, Inc. (Project Engineer) and its officers, elected officials, employees, agents, and volunteers;
- SCJ Alliance (Project Designer) and its officers, elected officials, employees, agents and volunteers;
- Washington Recreation and Conservation Office and its officers, elected officials, employees, agents and volunteers;

- Rocky Reach Habitat Tributary Committees and its officers, elected officials, employees, agents and volunteers.
- Public Utility District No. 2 of Grant County, Washington and its officers, elected officials, employees, agents and volunteers;

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

$1,000,000	Combined single limit each accident

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

1-07.18(5)D Excess Insurance

Excess (or Umbrella) Liability insurance with a minimum limit of $10,000,000 per occurrence and in the aggregate. This insurance shall provide coverage in excess of the underlying primary liability limits, terms, and conditions for each category of liability insurance in the foregoing subsections 1, 2 (Employer's Liability only) and 3. If this insurance is written on a claims-made policy form, then the policy shall be endorsed to include an automatic extended reporting period of at least five years or the statute of repose.

1-07.18(5)D Professional Liability

Contractor shall provide professional liability insurance with a minimum limit of $1,000,000 per claim. If such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the Effective Date of this Agreement. Claims made form coverage shall be maintained by the Contractor for a minimum of five years following the termination of this Agreement, 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 District to assure financial responsibility for liability for services performed.

1-07.18(5)D Pollution Liability

Pollution Liability Insurance with a minimum limit of $5,000,000 . Pollution liability coverage shall cover bodily injury, property damage, including cleanup costs and defense costs resulting from sudden and gradual pollution conditions of contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water.

1-07.24 Rights of Way

(April 22, 2025 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

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

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

1-08 PROSECUTION AND PROGRESS

Add the following new section and subsections:

(******)

1-08.0 Preliminary Matters

(May 25th, 2006 APWA GSP)

1-08.0(1) Preconstruction Conference

(October 21, 2025 APWA GSP)

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

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To review Training or Apprenticeship Plans, when applicable.
5. To discuss FSBE Goals when applicable.
6. To establish normal working hours for the work;
7. To review safety standards and traffic control; and

8. To discuss such other related items as may be pertinent to the work.

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

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

1-08.0(2) Hours of Work

The Contractor shall indicate what their normal working hours for the project will be as part of their Project Schedule submittal. Except in the case of emergency or unless otherwise approved by the Contracting Agency or Engineer, the normal working hours for all work, including moving and cleanup of equipment shall be 40 work week hours comprised of any consecutive 8 or 10-hour period between 7:00 a.m. and 6:30 p.m. Monday through Friday, exclusive of a lunch break. No weekend work shall be allowed. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

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

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

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

1-08.1 Subcontracting

(December 30, 2022 APWA GSP, Option A)

Section 1-08.1 is supplemented with the following:

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision Federal Agency Inspection.

A subcontractor or lower tier subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (WSDOT Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (WSDOT Form 420-004).

The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress payment until every subcontractor and lower tier subcontractor's retainage has been released.

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all subcontractors and lower tier subcontractors shall be available and open to similar inspection or audit for the same time period.

1-08.3(2)A Type A Progress Schedule

Revise this section to read:

(******)

The Contractor shall submit a Type A Progress Schedule at least 2 weeks prior to the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Contracting Agency and Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

(******)

1-08.4 Notice to Proceed and Prosecution of Work

(February 17, 2026 APWA GSP)

Notice to Proceed will be given after the Contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the Work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the Work to the Physical Completion Date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the Work within the time(s) specified in the Contract.

When shown in the Plans, the first order of Work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 2-04.3. Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other Work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion

Section 1-08.5 is supplemented with the following:

(******)

All onsite work shall occur between the dates of June 7 and August 20, 2027. All work below ordinary- high water mark shall occur between the dates of July 1 and July 31, 2027. The project shall be substantially complete by or before August 20, 2027. Final project start date shall be determined by the issuance of the Notice to Proceed, which shall be delivered to the contractor upon acceptance of all Contractual and Plan submittals.

The project area is located in Fire Shutdown Zone 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 weather, natural disasters or other acts of God, including Industrial Fire Precaution Level work restrictions. Overall Performance Period may be extended to reflect delays from natural disasters. It is the sole responsibility of the Contractor to comply with all applicable IFPL and/or fire suppression requirements and/or restrictions set in place.

(February 17, 2026 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

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

statement that shows the number of working days: (1) charged to the Contract the week before; (2) specified for the physical completion of the Contract; and (3) remaining for the physical completion of the Contract. The statement will also show the nonworking days and all partial or whole days the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

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 Engineer prior to establishing a completion date:
   a. Certified Payrolls (per Section 1-07.9(5)).
   b. Material Acceptance Certification Documents
   c. Monthly Reports in DMCS of the amounts paid including the final payment confirmation to all firms required by Section 1-08.1(7)A if applicable
   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 PAYMENTS

1-09.2(5) Measurement

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

Scale Verification Checks – At the Engineer's discretion, the Engineer may perform verification checks on the accuracy of each batch, hopper, or platform scale used in weighing contract items of Work.

1-09.9 Payments

(February 17, 2026 APWA GSP, Option B)

Delete the fourth paragraph and replace it with the following:

> 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 payment. 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.

The sixth paragraph of Section 1-09.9 is deleted.

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(December 30th, 2022 APWA GSP)

Revise this section to read:

> For the convenience of the parties to the Contract it is mutually agreed by the parties that all 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 all 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 all such claims or causes of action. It is further mutually agreed by the parties that when 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 all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13 Claims Resolution

1-09.13(1)A General

(December 30, 2022 APWA GSP)

Revise this section to read:

Prior to seeking claims resolution through arbitration or litigation, the Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-04.5 and 1-09.11 must be complied with in full as a condition precedent to the Contractor's right to seek claim resolution through binding arbitration or litigation.

Any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be resolved, as prescribed herein, through binding arbitration or litigation.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action which total $1,000,000 or less, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action in excess of $1,000,000, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Arbitration General

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

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

1-09.13(4) Venue for Litigation

(December 30th, 2022 APWA GSP)

Revise this section to read:

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

DIVISION 2
TEMPORARY FEATURES

2-01 MOBILIZATION

2-01.4 Vacant

Section 2-01.4 is replaced with the following:

(******)

2-01.4 Measurement

No unit of measurement shall apply to the lump sum bid item “Mobilization”.

2-01.5 Payment

Payment for this item shall be in accordance with the following WSDOT Standard Specification:

(******)

Payment for the lump sum bid item for "Mobilization" shall include all labor, materials, and work associated with mobilization and demobilization necessary to complete the project for works not included in other bid items.

Based on the lump sum Contract price for “Mobilization”, partial payments will be made as follows:

1. When 5 percent of the total original Contract amount is earned from other Contract items, excluding amounts paid for materials on hand, 50 percent of the amount Bid for mobilization, or 5 percent of the total original Contract amount, whichever is the least, will be paid.
2. When 10 percent of the total original Contract amount is earned from other Contract items, excluding amounts paid for materials on hand, 100 percent of the amount Bid for mobilization, or 10 percent of the total original Contract amount, whichever is the least, will be paid.
3. When the Substantial Completion Date has been established for the project, payment for mobilization in excess of 10 percent of the total original Contract amount, if any, will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

2-04 TEMPORARY TRAFFIC CONTROL

2-04.1(1) Description

This section) is supplemented with the following:

(******)

Traffic control will be required for construction vehicles entering and leaving the project site onto Chiwawa River Road and to keep the project site closed to the public for the duration of construction. This may include but not limited to signs, fences and/or barriers at the entrances to the dispersed camping sites. The Contracting Agency will work with USFS on initial signage posting and closures of dispersed camping in the area. The Contractor will be responsible for installing and maintaining all closures of the work area beyond that.

2-04.3 Construction Requirements

Section 2-04.3 is supplemented with the following:

(******)

The determination of when to use temporary traffic control and how to accomplish temporary traffic control shall be the responsibility of the Contractor's and shall meet any relevant Chelan County, USFS, WSDOT and USFA requirements. The Contractor shall implement temporary traffic control as necessary to meet permit requirements and provide safe working conditions and driving conditions for all peoples. Any traffic control measures utilized for this project shall be conducted in such a way that allows for an open lane of travel at all times. If traffic on any public roadway will be disrupted due to construction activities, the Contractor shall update their Traffic Control Plan and obtain any required authorization from the jurisdictional authority of the road system.

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

2-04.3(2) Traffic Control Plans

This section is supplemented with the following:

(******)

All traffic control for the duration of the project will be the responsibility of the Contractor to manage. The Contractor shall develop a Traffic Control Plan (TCP) which meets the requirements of this section and obtain any required authorization from the jurisdictional authority of the road system.

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

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

1-10.4 Measurement

No unit of measurement shall apply to the Lump Sum bid item" Temporary Traffic Control."

1-10.5 Payment

This section is supplemented with the following:

(******)

The lump sum Contract price for "Temporary Traffic Control" shall be full pay to perform the Work as described in this Section.

Insert the following new section:

(******)

2-05 TEMPORARY ACCESS AND STAGING

2-05.1 Description

The Contractor shall construct, maintain, remove, decommission, and clean up temporary construction access roads, and staging areas. The access route and staging areas shall be located in the areas shown on the Plans, unless otherwise approved by the Owner's Representative.

Prior to "Clearing", the Contractor shall flag the limits of the temporary construction access routes and staging areas for Owner review and approval as described in Section 2-01.1. All access routes shall be cleared but not grubbed, and materials shall be disposed of per Section 2-01.2.

The Owner's Representative Contractor may direct the Contractor to adjust the temporary access route alignments to avoid disturbing trees greater than 12-inches diameter-at-breast-height (DBH).

Site access should follow existing or previously commissioned roadways whenever possible. All staging and stockpile locations shall be located so as not to interfere with other work or disturb cultural areas.

The Contractor shall utilize the designated staging areas for staging equipment and stockpiling materials required to complete the Work included in the Contract. Refueling or storage or mixing of potentially environmentally harmful fluids shall only occur within areas identified as equipment staging and refueling areas and per applicable permit conditions.

2-05.2 Materials

Materials shall meet the requirements of the following sections:

Bark or Wood Chip Mulch 9-14.5(3)

Arborist Wood Chip Mulch (AWCM) shall be coarse ground wood chips or shredded wood (approximately 1/2 inch to 8 inches along the longest dimension) derived from the mechanical grinding or shredding of the above-ground portions of trees and shrubs such as fir, pine, hemlock, or hardwood species. It may contain wood, wood fiber, bark, branches, and leaves, but may not contain visible amounts of soil. It must be free of weeds and weed seeds including, but not limited to, plant species listed as noxious weeds by the Washington State Noxious Weed Control Board and must be free of invasive plant portions capable of resprouting, including, but not limited to, horsetail, ivy, clematis, and knotweed. It shall not contain resin, tannin, or other compounds in

quantities that would be detrimental to plant life. Sawdust, shavings, or bark shall not be used as mulch. Mulch produced from finished wood products or construction debris will not be allowed. No particles may be longer than 8 inches nor exceed ½" in thickness.

Prior to delivery, the Contractor shall provide the following upon request:

1. The source of the product and species of trees included in it.
2. A photo and 5-gallon sample of the product at the Contracting Agency or Project Engineer's discretion, for the Contracting Agency or Project Engineer's approval.

Hogfuel shall be a mix of any species of untreated shredded wood bark, sawdust, planer shavings, and/or wood chunks produced by a chipper or mill. The material shall be coarse. Hogfuel shall be free of dirt, rocks, metal, plastics, paper, and other debris.

2-05.3 Construction Requirements

2-05.3(1) Temporary Access Routes

The Contractor shall install temporary access roads and staging areas as shown in the Project Plans, or as otherwise proposed through submittal to the Contracting Agency and Project Engineer of Type 2 Working Drawings showing the Contractor's preferred access roads and staging areas. All access roads and staging areas shall be cleared but not grubbed, and materials shall be disposed of per Section 3-01.2.

The Contractor shall clearly stake the proposed centerline of all temporary access routes. No clearing or trimming of vegetation or ground-disturbing work is allowed until the staking of the temporary access routes has been approved by the Contracting Officer. The Contractor shall regularly monitor all access routes for rutting, erosion, and any other damage. Rutting shall be addressed through placement of bark or wood chip mulch on non-gravel surfaces, and additional crushed surfacing on gravel surfaces. It is the sole responsibility of the Contractor to protect both public and private property. Any damages to public and private property as a result of construction will be the responsibility of the Contractor to repair without additional cost to the Contracting Agency. The Contractor shall maintain and/or improve the Temporary Access Routes at no additional cost to the Contracting Agency based upon the direction of the Contracting Officer. This work includes removal and reinstallation of large boulders blocking access to the proposed staging areas.

Site access shall follow existing roadways whenever possible. All staging and stockpile locations shall be located so as not to interfere with other work. Utility location has not been performed for this project. The Contractor is responsible for verifying the presence or absence of utilities in the project area and taking appropriate actions to protect any utilities identified per Section 1-07.16 and 1-07.17.

All staging and stockpile locations shall be reviewed by the Project Engineer or Contracting Agency and shall be located so as not to interfere with other work or disturb adjoining property owners. The Contractor shall utilize the areas shown or otherwise approved, for staging of equipment and materials required to complete the Work included in the Contract. Refueling, storage, and mixing of potentially environmentally harmful fluids shall only occur within areas identified as staging area.

2-05.3(2) Temporary Equipment and Materials Staging

Temporary staging areas are shown on the plans and are available to store equipment, vehicles, materials, and other supplies during the course of the work; vehicles and equipment may only be staged within the staging areas shown on the plans. All refueling, washing, inspection, and other general maintenance for construction equipment and vehicles shall occur within the limits of the primary staging area and abide by the provisions of the HPA. All equipment, materials, and vehicles shall operate, be staged or stockpiled within the limits of the staging area(s) shown on the Plans unless otherwise approved by the Contracting Agency.

The Contractor shall minimize the space required for completion of the Work. If the Contractor determines that additional room is required for staging of equipment or stockpiling of materials, the Contractor, Contracting Agency, and landowner shall agree on appropriate location(s).

2-05.3(3) Removal and Decommissioning

All areas impacted by the construction of temporary access routes and staging areas shall be restored to pre-project conditions in accordance with the Plans and Section 8-02, or as directed by the Contracting Officer.

Decommission each temporary access route and staging area when it is no longer needed. All access routes below ordinary high water shall be decommissioned before the end of the in-water work window.

For temporary access routes and staging areas, excavate and remove of any materials used to construct the access roads, including surplus soils, stabilization materials, flagging, stakes, geotextile, oil, chemicals, and debris from the construction site.

2-05.3(4) Submittals

The Contractor shall provide a Temporary Construction Access and Staging Plan that clearly illustrates the methods of installing, maintaining, and restoring all Temporary Construction Access Routes and Staging Areas. The Temporary Construction Access and Staging Plan may consist of markups on the Plans provided with this submittal, as long as all the relevant information is provided. A written narrative may also be helpful to illustrate the requirements below.

At a minimum, the Temporary Construction Access and Staging Plan shall provide the following information:

1. Locations of each access route.
2. Location of any proposed high-visibility construction fencing to provide separation between the access routes and Construction activities in both the Staging areas and the Construction sites.
3. Points of Contractor ingress and egress from staging areas and the construction sites.
4. All areas that will be temporarily filled, excavated, or surfaced with gravel or other materials in order to provide construction access or staging.
5. Locations of additional staging areas that are not already shown on the Plans.
6. Locations of temporary construction access routes that are not already shown on the Plans
7. Schedule and sequence of installation and restoration for each staging area and access route.
8. Material quantities.
9. Maintenance plan.

The Temporary Construction Access and Staging Plan shall be submitted to the Contracting Agency for

approval a minimum of ten (10) working days prior to the preconstruction conference and must be approved prior to mobilization to the site, or establishment of any temporary construction access routes or staging areas. If the Contracting Agency does not approve the submitted Plan, the Reviewer will provide written documentation explaining the cause for not approving the Plan. The Contractor shall respond to the review documentation and resubmit the plan with revisions as necessary. The Contracting Agency or Engineer reserves the right to postpone commencement of the work, at no additional cost to itself, due to failure by the Contractor to supply an acceptable Temporary Construction Access and Staging Plan.

2-05.4 Measurement

No independent unit of measurement shall apply to the lump sum bid item for "Temporary Access and Staging."

2.05-5 Payment

The lump sum bid items "Temporary Access and Staging" shall be full pay for all labor, equipment, materials, and other incidentals required to develop the Temporary Construction Access and Staging Plan; establish, maintain, utilize and restore the temporary construction access routes and staging areas; identify, improve, maintain, and restore any additional temporary staging areas deemed necessary by the Contractor; protect existing asphalt pavement throughout the course of the Work as described in this section.

DIVISION 3
EARTHWORK

3-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

3-01.1 Description

The first paragraph of this section is deleted and replaced with the following:

(******)

Prior to any clearing, the Contractor shall flag the extents of the limits of disturbance, including staging and temporary stockpile areas. The temporary access routes should be flagged as described in Section 8-05. The Contractor shall mark this boundary by installing four (4) foot tall wood lath stakes and with high-visibility orange flagging tied at the top. These stakes shall be installed at a distance of no greater than 25 ft apart and at a closer spacing where required to follow turns in the alignment. The Owner's Representative shall inspect and approve the Limit of Disturbance prior to the initiation of any site work

The Contractor shall clear within the temporary access routes, staging areas, and stockpile areas, as well as other clearing locations 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 not within the clearing and grading limits or selected to remain. Temporary site access routes shall be restored to original or better condition unless they are designated for decommissioning on the Plans.

Cleared branches, stumps, limbs, tree boles and other vegetative material from native species (e.g., tree waste) cleared during the project shall be defined as "Usable Material" and shall be stockpiled on-site in the staging area for use as Salvaged Whole Trees and slash incorporated into constructed large wood structures and secondarily scattered on-site, as approved by the Owner's Representative, and as Log and Rootwad Barrier and Alternative Logs and Woody Debris per the Restoration Plans.

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

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

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

"Salvaged Whole Tree" means all trees greater than 12" Diameter at Breast Height (BDH) that are removed during Clearing and Grubbing. They will be incorporated into Large Wood Structures as described in these specifications and on the design plans.

"Log and Rootwad Barrier" are barrier structures per the Restoration Plans that include deadfall. "Deadfall" to be sourced from any trees greater than 12" diameter not slated for use as "Salvaged Whole Trees" in Large Wood Structures, as removed during Clearing and Grubbing or imported per these Special Provisions.

"Alternative Logs and Woody Debris" means cleared trees of any diameter as well as stumps, rootwads and tree boles that are removed during Clearing and Grubbing. They will be installed as described in these specifications and the Restoration plans as the "Usable Material" quantity allows with priority of proposed locations noted per plan.

3-01.2 Disposal of Usable Material and Debris

3-01.2(1) Disposal Method No. 1 – Open Burning

This section is deleted and replaced with the following:

(******)

Open burning is prohibited.

3-01.2(2) Disposal Method No. 2 – Waste Site

This section is supplemented with the following:

(******)

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

3-01.2(3) Disposal Method No. 3 – Chipping

This section is supplemented with the following:

(******)

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

The following new subsections are added:

(******)

3-01.2(4) Disposal Method No. 4 – Inclusion in Large Wood Structures

All native vegetation debris meeting the specifications for re-use in the proposed large wood structures shall be salvaged, stockpiled, and incorporated in the structures as slash or Salvaged Whole Trees as shown on the Plans and as directed by the Engineer.

3-01.2(5) Disposal Method No. 5 – Side Channel Placement

Salvaged whole trees that are not able to be incorporated into the large wood structures may be wholly or partially disposed of by placing them in the Side Channel at a location and orientation determined by the Owner's Representative or Engineer. Partial burial of up to two-thirds of the tree length with up to 2 feet

of cover may be required. When this disposal method is used, trees shall be left intact unless handling and manipulating the whole tree is not possible. Handle and place whole trees carefully such that damage to the tree and other existing vegetation is minimized.

3-01.2(6) Disposal Method No. 6 – Log and Rootwad Barrier

Salvaged whole trees greater than 12" diameter that are not able to be incorporated into the Large Wood Structures or in the Side Channel Placement shall be salvaged, stockpiled, and incorporated into the Log and Rootwad Barriers as shown on the Plans and as directed by the Engineer.

3-01.2(7) Disposal Method No. 7 – Alternative Logs and Woody Debris

Salvaged whole trees not used as Large Wood Structures, as well as stumps, root wads and tree boles shall be salvaged, stockpiled, and incorporated into the Alternative Logs and Woody Debris as shown on the Plans and as directed by the Engineer as supply allows.

3-01.3 Construction Requirements

3-01.3(1) Clearing

This section is revised to read:

(******)

1. Stake and flag all areas of clearing at least 3 business days prior to construction. The Contractor shall inform the Owner when the flagging is installed. The Owner will inspect proposed clearing areas. Adjustments to alignments and extents may be adjusted by the owner to reduce damage to the environment.
2. The Owner or Owner's Representative will mark all trees listed in the "Take Trees" table on Sheet 2. Do not clear vegetation greater than 12-inches in diameter or trees listed in the "Take Trees" table on Sheet 2 of the Plan Set without approval from the Contracting Officer.
3. Clearly flag or otherwise identify all branches proposed to be trimmed to allow for equipment access or material transport. Neatly cut all limbs or branches approved for removal close to the tree trunk.
4. All trees not marked for removal shall be preserved and undisturbed. Construction activity shall not debark or damage live trees. Keep out of drip line of all trees outside of clearing limits.

3-01.3(2) Grubbing

This section is replaced with the following:

(******)

No grubbing shall occur.

3-01.3(3) Vacant

This section is replaced with the following:

(******)

3-01.3(3) Salvage of Woody Vegetation

Including in this item are the removal and salvage of trees and other woody vegetation as designated by the Owner. The Contractor shall:

1. Excavate around each rootwad to loosen soil and then push over trees with a 4-inch or larger diameter-at-breast-height to salvage the woody vegetation with intact attached roots.
2. Salvaged woody vegetation can be stockpiled outside of the clearing limits but within reach of the excavator during construction. Stockpiling methods shall limit damage to the woody vegetation such as breaking of trunks, branches, or roots.
3. Salvaged wood material meeting the specification for slash shall be incorporated into the proposed large wood structures as approved by the Engineer.
4. Dispose of excess woody vegetation not meeting the requirements for slash in accordance with Section 2-01.2.
5. Backfill all depressions resulting from tree removal operations using salvaged material consistent with the surrounding in situ soils.
6. Clearing and grubbing shall not occur outside of the designated limits.

3-01.4 Measurement

This section is supplemented with the following:

(******)

No unit of measurement shall apply to the lump sum bid item for “Clearing and Grubbing.” No additional measurement or payment will be made for the removal, handling, placement (or other) of salvaged woody materials.

3-01.5 Payment

This section is supplemented with the following:

(******)

Payment for the lump sum bid item “Clearing and Grubbing” shall be full payment for all work described in this section. All costs associated with stockpiling and Disposal of Usable Material and haul and Disposal of Debris generated through Clearing and Salvage of Woody Vegetation shall be considered incidental.

Any areas cleared beyond the delineated limits on the Plans shall be restored at no additional cost to the Owner.

The following section is added:

(******)

3-10 CHANNEL AND RIPARIAN BANK EARTHWORK

3-10.1 Description

This Work includes, regardless of the nature or type of materials encountered, all tasks required for excavating channel and riparian bank materials, hauling, final channel shaping, and hauling excess material to an on-site disposal site in accordance with applicable regulations and use in Berms as shown on the Restoration Plans.

All Work described here shall conform to the alignments, grades, and cross-sections shown in the Plans or established by the Engineer. The proposed grading includes irregular grading features with variable bank and floodplain slopes. It is recommended that the Contractor use GPS/GNSS survey layout equipment and heavy equipment outfitted with GPS/GNSS machine control systems. As described in Section 1-05.4, digital design files to support the use of GPS/GNSS survey layout and machine control systems will be made available upon request.

Excavated material is expected to consist of native soils and substrates. The subsurface material is expected to range from fine silts and sands to significant volumes of gravels and cobbles. The Contractor is advised that groundwater may be encountered within the deeper floodplain excavations, particularly near channel inlets and near the downstream end of the project.

Portions of work will be in and near ordinary high water. The Contractor shall not disturb the ground outside the limits of disturbance, unless the limits of disturbance are revised by the Owner.

Blasting and explosives are prohibited.

3-10.2 Materials

The majority of the excavated material is expected to consist of sandy gravels with cobbles.

3-10.2(1) Non-Select Material

Non-Select material consists of suitable excavated soils and substrates the quantities of materials needed to construct the Project. Non-select material could be granular or nongranular soil and/or aggregate which is free of deleterious material. Deleterious material includes woody debris larger than 6 inches diameter or 10 feet long, coal, charcoal, metallic debris, construction debris, hazardous waste, or any other extraneous or objectionable material.

Non-Select material will be used as a component of the backfill for the proposed large wood structures. The remainder of this material will be hauled and disposed of on-site by the Contractor as shown on the plans.

3-10.3 Construction Requirements

3-10.3(1) Earthwork Sequence Plan

Prior to commencing the Work, the Contractor shall prepare and submit an Earthwork Sequence Plan for approval by the Owner. Approval of the plan by the Owner shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents. The Earthwork Sequence Plan shall include, at a minimum, the following items:

1. Figures depicting the proposed limits of work, temporary access routes, staging areas, and temporary stockpile locations for salvaged excavated materials.
2. Equipment to be used for excavation, hauling, stockpiling, and placement of excavated materials.
3. Sequence of excavation activities.

The Earthwork Sequence Plan must adhere to at minimum the BMP's shown on the Plans and all permit requirements, including those associated with maintaining surface water quality standards and endangered species act approvals. If the Earthwork Sequence Plan is judged unsatisfactory by the Owner, then it will be returned to the Contractor for amendment and resubmission. No physical work at the site shall be started until the Earthwork Sequence Plan is accepted.

If necessary, the Contractor shall modify the Earthwork Sequence Plan as required to meet field conditions and obtain written approval from the Owner of modifications prior to implementing changes.

3-10.3(2) Excavation

The Contractor shall perform excavation of the new side channel and riparian bank to achieve the design grades shown in the Plans and within the grading tolerances specified in Section 1-05.5. The Engineer reserves the right, during progress of Work, to vary slopes, grades, and dimensions of excavations from those shown on the Plans to avoid impacts to trees and sensitive areas.

The Contractor shall provide a minimum of 3 days' notice to the Engineer when mass grading of significant segments of the proposed channels has been completed.

3-10.3(3) Channel and Floodplain Shaping

The Contractor shall perform fine grading to shape the side channels and to roughen the finished riparian bank surface within disturbed areas. Final shaping are field-set items to be accomplished with the review and concurrence of the Engineer and are not depicted through design lines and grades in the Drawings. Grading includes, but is not limited to: Excavating, digging, ripping, ploughing and/or harrowing excavated and/or disturbed surfaces to achieve a variable, irregular disturbed surface condition.

Channel and riparian bank shaping shall be completed after design grades meeting the allowable tolerances specified in Section 1-05.4(1) are achieved. The channel thalweg position should be varied within the cross-section, particularly within meander bends where the thalweg should be shifted towards the outer bank. The earthwork for this final shaping will locally balance, and no additional haul will be necessary.

The Contractor shall provide a minimum of 3 days' notice to the Engineer for a final grading inspection.

3-10.3(4) On-Site Haul and Disposal of Excavated Materials

The Contractor shall haul suitable excavated material to the designated landscape berm locations shown on Drawings LA-01 through LA-03. Excavation and initial hauling of material to these locations shall be included in the applicable excavation bid items. Final placement, shaping, and construction of landscape berms shall be performed and paid in accordance with Section 3-11.

3-10.4 Measurement

This section is supplemented with the following:

(******)

"Excavation – Side Channel" and "Excavation – Riparian Bank" shall be measured by cubic yard in the position it occupied prior to excavation. An estimate of excavation quantities has been prepared based on

available LiDAR data supplemented with ground survey. Should the Contractor elect to verify or update quantities by performing a pre-excavation ground survey conducted by a Professional Land Surveyor licensed in the State of Washington hired by the Contractor, all such Work shall be performed at no additional cost to the Owner. 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.

3-10.5 Payment

Payment will be made per cubic yard in accordance with *Section 1-04.8* and *Section 1-09.9* for the following bid items:

"Excavation – Side Channel"
"Excavation – Riparian Bank"

Payment shall be considered full compensation for all equipment, labor, tools, materials, and incidentals necessary to complete the Work in Section 3-05 as specified. No allowance is made for expansion of excavated materials nor compaction of placed materials. Expansion of excavated materials and compaction of placed materials shall be incidental to other bid items for purposes of handling, haul, stockpile, etc.

Excavation associated with the Large Wood Structures is paid by the Bid Items in Section 8-05.

Placement, shaping, and construction of landscape berms shall be paid under Section 3-11.

3-11 LANDSCAPE BERMS AND RIVULETS

3-11.1 Description

Work under this section shall consist of furnishing all labor, materials, tools, and equipment necessary to construct landscape berms and associated rivulets at the locations shown on the Restoration Plans. Work includes material placement, excavation of localized channels and rivulets, grading, shaping, and preparation of disturbed surfaces for restoration.

Excavation and initial hauling of material from the side-channel and riparian bank excavation areas shall be performed in accordance with Section 3-10.

3-11.2 Materials

Berms shall be constructed using suitable native soils and substrates excavated from the project site. Material sources and approximate quantities shall be as shown on Drawings LA-01 through LA-03.

Material shall be free of deleterious substances in accordance with Section 3-10.2(1). Native gravel, cobbles, and smaller rock material may be incorporated into berms where consistent with the surrounding floodplain soils.

Imported fill material shall not be used unless approved by the Owner's Representative.

3-11.3 Construction Requirements

The Contractor shall construct landscape berms and associated rivulets at the approximate locations and elevations shown on the Plans. Berms shall be formed into irregular, natural-appearing landforms consistent with surrounding floodplain topography.

Final berm locations and configurations shall be reviewed and approved by the Owner's Representative prior to construction. Adjustments may be required to accommodate existing vegetation, topography, and other field conditions.

3-11.3(1) Material Sources and Placement

The Contractor shall construct berms using excavated material from the following locations:

1. Site D1: Berms 1-A and 1-B shall be constructed using material excavated from the D1 riparian bank. Berm 1-B shall consist of multiple scattered berms, generally less than 50 CY each, as shown on LA-01.
2. Site D2: Berms 2-A through 2-C shall be constructed using material excavated from Channels 1 through 3 on LA-02, totaling approximately 450 CY. Excavation of these channels shall be included in this Work. Berm 2-D shall be constructed using excess excavated material from Site D3 or Site D1 as shown on the Plans.
3. Site D3: Berms 3-A through 3-N shall be constructed using material excavated from the D3 side channel. Approximately 320 CY of excess excavated material shall be transported to Site D2 for construction of Berm 2-D.

3-11.3(2) Berm and Rivulet Construction

The Contractor shall place and shape excavated material to create irregular berms with smooth, natural transitions to adjacent existing grades. Berms and rivulets shall generally conform to Detail 2/LA-04.

Associated rivulets shall be excavated and shaped as shown on the Plans. Finished rivulet surfaces shall consist of native gravel and cobble substrates consistent with the surrounding floodplain.

Material shall be placed and consolidated sufficiently to establish stable finished grades without excessive compaction of surfaces intended for revegetation.

At Forest Road 130, localized berms and surface roughening intended to discourage passenger vehicle access shall not exceed 8 inches above existing road grade. These treatments shall maintain access for high-clearance vehicles as shown on LA-01.

The Contractor shall protect existing trees, root systems, wetlands, and vegetation outside the approved limits of disturbance. Berms shall not obstruct intended drainage routes or create concentrated surface runoff toward adjacent restoration areas.

3-11.3(3) Final Grading and Surface Preparation

Final berm surfaces shall be graded to provide natural surface variation and blend with adjacent undisturbed areas. Abrupt grade transitions, equipment ruts, and other irregularities inconsistent with the intended restoration shall be removed.

Disturbed surfaces shall be prepared for revegetation in accordance with Section 8-02. Final grading shall be reviewed and accepted by the Owner's Representative prior to restoration.

3-11.4 Measurement

“Berms” shall be measured by cubic yard of completed material in its final, in-place condition, based on approved grading limits and quantities verified by the Engineer.

No separate measurement will be made for localized rivulet excavation, material handling, placement, grading, shaping, or other incidental Work necessary to complete berm construction.

No allowance will be made for expansion or compaction of excavated material.

3-11.5 Payment

Payment will be made per cubic yard in accordance with Sections 1-04.8 and 1-09.9 for the following bid item:

“Berms”, per cubic yard.

Payment shall be considered full compensation for all equipment, labor, tools, materials, and incidentals necessary to complete the Work as specified, including localized rivulet excavation, material placement, grading, shaping, and final surface preparation.

Excavation and initial hauling of material performed under Section 3-10 shall not receive additional payment under this Section.

DIVISION 8
MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

This section is supplemented with the following:

(******)

The Contractor shall apply for and receive the Construction Stormwater General Permit (CSWGP) from the Department of Ecology prior to beginning ground-disturbing activities. The fees for the permit will be paid by the Contractor.

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

Prior to mobilization Contractor shall update the Temporary Erosion and Sediment Control (TESC) plan for the project to accommodate the Contractor's construction sequencing and submit to the Owner for approval. The TESC must satisfy the requirements of the Washington Department of Ecology National Pollutant Discharge Elimination System (NPDES) Stormwater General Permit for Construction Activity and all other applicable permits. The TESC included in the Plans and described herein is intended to provide a baseline for sediment and erosion control. The Contractor may use these measures or alternative measures of their own design to ensure satisfactory performance and that the erosion control requirements of all applicable permits are met. The Contractor shall be responsible for implementing, inspecting and filing reports, maintaining, replacing, and removing TESC measures. The plan shall include the name, address and 24-hour contact number of the person responsible for erosion prevention and sediment control measures.

Failure to accept all or part of any such Plan will not make the Owner liable to the Contractor for any Work delays.

This shall also include all work associated with the temporary seeding and site stabilization between completion of construction and the final planting and seeding of the site (to be completed by others) as necessary to be compliant with the CSWGP and as directed by the Contracting Agency. Seed shall be procured by the Contractor and approved by the Contracting Agency.

8-01.3 Construction Requirements

8-01.3(1) General

8-01.3(1)C Water Management

8-01.3(1)C1 Disposal of Dewatering Water

This section is revised to read:

(******)

See Section 8-31.3(4)A for Disposal of Dewatering Water.

8-01.3(2) Temporary Seeding and Mulching

This section is revised to read:

(******)

Final seeding and planting of the site will be completed by others between mid-October and Mid-November 2027. The Contractor shall be responsible for procuring all materials necessary and supplying all labor and equipment necessary to ensure the site is stabilized and compliant with the provisions of the CSWGP between the completion of the construction elements of this contract, and the final seeding/ planting to be completed by others. This may include, but is not limited to, temporary seeding and mulching of the site. Seed mix shall be coordinated with and approved by the Contracting Agency.

If mulch is applied as a TESC measure, it shall meet the following specifications:

Certified Weed Free Straw 9-14.5(1)

8-01.3(9)A2 Silt Fence

This section is supplemented with the following:

(******)

Silt Fence shall be used as a perimeter protection measure to protect sensitive areas from sedimentation and impacts from equipment.

8-01.4 Measurement

This section is supplemented with the following:

(******)

No unit of measurement will apply to the lump sum bid item for “TESC Plan and Implementation.”

8-01.5 Payment

This section is supplemented with the following:

(******)

“TESC Plan and Implementation” will be paid per lump sum in accordance with Section 1-04.8 and Section 1-09.9. Payment shall be considered full compensation for all equipment, labor, tools, materials, and incidentals necessary to complete this Work as specified.

8-02 ROADSIDE RESTORATION

8-02.1 Description

This section is supplemented with the following:

(******)

The Contractor shall be responsible for preparing the site for final seeding including final grading and decompaction of disturbed areas.

8-02.3(5)A Seeding Area Preparation

Replace this section with the following:

(******)

1. The Contractor shall be responsible for decompacting non-channel work areas designated for "Clearing" that are disturbed or graded during construction, unless otherwise shown on the Plans or directed by the Owner's Representative.
2. Temporary access roads and staging areas shall be returned to uniform grade even with surrounding areas, leaving no holes or mounds over 4-inches in depth or height.
3. Decompaction shall be performed prior to seeding and shall consist of ripping the soils to a minimum 12-inch depth. Ripping shanks shall be no more than 24-inch apart. Avoid operating heavy equipment near established root zones, typically underneath driplines.
4. Contractor shall rip steep to moderate slopes longitudinally across the slope (i.e. perpendicular to slope and parallel to the channel) to promote capture of runoff and minimize erosion.
5. Upon completion of the ripping, only low ground pressure seeding equipment shall be allowed to enter the decompacted areas unless otherwise approved by Owner's Representative.

8-05 VACANT

Section 8-05 is replaced with the following:

(******)

8-05 LARGE WOOD STRUCTURES

8-05.1 Description

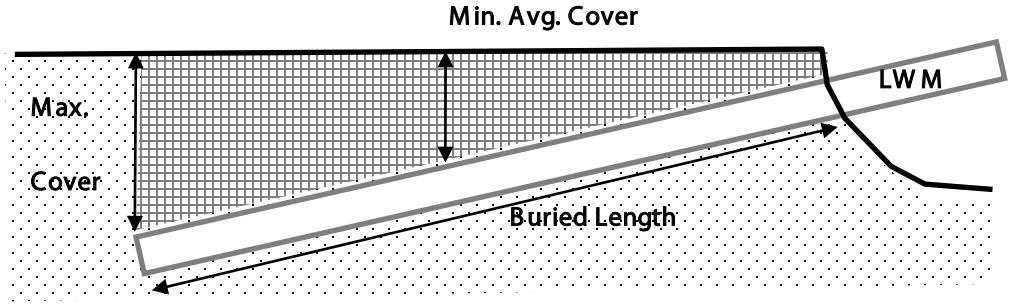
Work under this item shall consist of furnishing all material, labor, tools, and equipment necessary to install the Large Wood Structures along the channel banks and within the floodplain in the configurations depicted on the Plans or as directed by the Engineer in the field. Work shall include procuring and furnishing the Large Wood Material (LWM), as well as the associated hauling, staging, handling, excavation, backfill, and mechanical hardware.

Logs shall be arranged, placed, and/or buried as indicated in the Plans or as directed by the Engineer. The Contractor shall anticipate that because of the irregularities of natural logs, field-fit adjustments to individual log placements within the structures will be needed. These adjustments and modifications are

expected, and additional payment will not be made for any adjustments in log orientation, depth of burial, length of burial, etc.

The Contractor shall not decommission any temporary access routes for a particular location until all structures relying on said access route have been approved by the Engineer. Costs associated with re-commissioning access to a particular structure location determined not to meet design specifications are the sole responsibility of the Contractor.

8-05.1(1) Definitions



8-05.2 Materials

8-05.2(1) Large Woody Materials

The quantity of LWM is shown on the Plans by type of log and type of structure. The materials consist of imported logs from an off-site source supplemented with salvaged whole trees and salvaged smaller woody material salvaged from within the project limits during clearing activities. Backfill will consist of select excavated material as described on the Plans.

All LWM and salvaged woody vegetation shall be inspected by the Engineer to determine if they are suitable for use in the large wood structures. The Contractor shall be responsible for the care, management, and handling of the approved inventory of LWM. Materials that do not meet the requirements indicated on the Plans and described in the Specifications shall be rejected and disposed of in accordance with Section 3-01.2, unless otherwise approved by the Engineer.

The Contractor is responsible for removing and disposing of the excess woody material at an approved onsite location, as directed otherwise by Owner's Representative.

8-05.2(1)A Imported Wood

Imported LWM shall be procured by the Contractor from an off-site source and hauled to the site. Purchased wood shall be from, in order of preference, Douglas Fir, Western Larch, Western Hemlock, Mountain Hemlock, or Western Red Cedar tree species harvested from trees that were green and live no more than 12 months prior to installation. Other decay-resistant conifer species native to Washington State may be accepted as approved by the Engineer.

All LWM 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

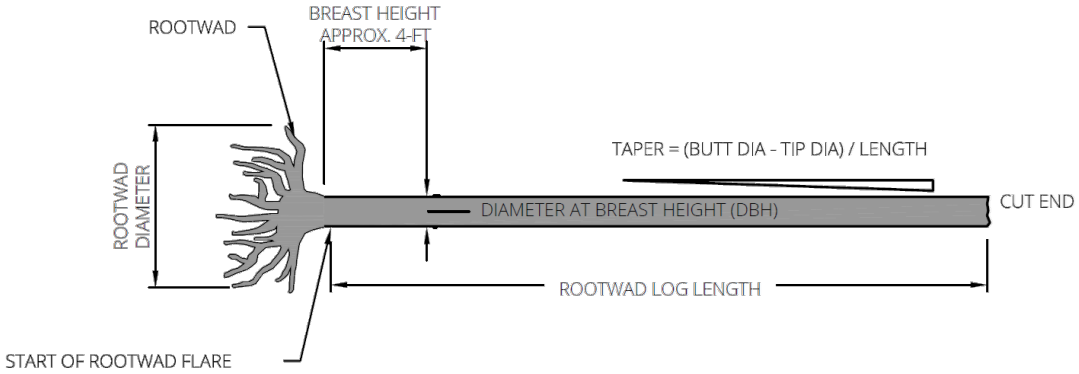
WA. Certification of log grades will not be required but may be done if poor quality logs are encountered. Split trunks are not allowed, any longitudinal cracks in log boles shall not exceed 18 inches in length. All logs shall generally be straight and free of obvious bends, sweeps or curves; logs may 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.

Wood shall conform to the size requirements shown on the Drawings. Imported wood shall include the types and size classes shown in the table below.

Type	Diameter (in)	Length (ft)	Rootwad Attached (Yes/No)	Branches Intact (Yes/No)	Total Quantity
Rootwad Logs	16 to 21	40	Yes	No	286
Log without Rootwad	16 to 21	40	No	No	9
Vertical Logs	14 to 18	25 min.	No	No	74

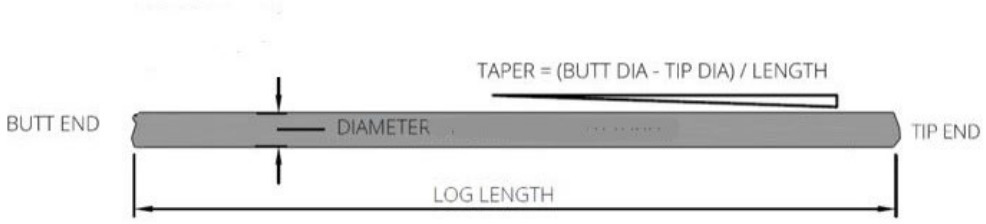
Rootwad Log

Rootwad Log shall have a diameter between 16 and 21-inches measured at breast height (DBH), excluding the bark. At least 50 percent of the pieces shall have a DBH equal or greater to 18-inches. The length shall be 40 feet measured from the cut end to the start of the rootwad flare. Roots shall not be cut to less than 5 feet from the projected center of the bole. The rootwad shall consist of stout roots, such that roots of a 2-inch diameter form a rootwad diameter between 4 and 6 feet. Roots shall be free of loose soil and rocks. Bark shall not be removed from the bole such that no more than 30 percent of the bark is missing by surface area. The principal features and dimensions of the Log with Roots are shown below:



Logs without Rootwads

Logs without Rootwads shall have a diameter between 16 and 21 inches as measured at the butt (larger) end. The tip (smaller) end shall have a minimum diameter of 12 inches. At least 50 percent of the pieces shall have a butt end diameter equal or greater than 18 inches. The length shall be 40 feet measured from cut end to cut end. Bark shall not be removed from the bole such that no more than 30 percent of the bark is missing by surface area. The principal features and dimensions of the Logs without Rootwads are shown below:



Vertical Logs

Vertical have a diameter between 14 and 18 inches as measured at the butt (larger) end. The tip (smaller) end shall have a minimum diameter of 12 inches. At least 50 percent of the pieces shall have a butt end diameter equal or greater than of 16 inches. The length shall be measured from cut end to cut end and varies as shown on the Plans.

For Vertical Logs that will be driven into the ground, the Contractor has the option to cut a four-sided pointed end, no greater than 2 feet in total length from the start of the cuts to the point. The taper will not count towards the embedment depth. The exposed ends of Vertical Logs shall be cut to the lengths shown on the Plans or as directed by the Engineer. The principal features and dimensions of the Vertical Logs are the same as the figure shown for Logs without Rootwads.

The Contractor shall finish the Vertical Logs with a multiple sloping cut end to provide the appearance of a broken log. Top finishing shall not impact the integrity of the Vertical Log Pile within 3-feet of the nearest connection to the Vertical Log Pile or the nearest contact with a Log without Rootwad of Log with Rootwad. For a sloping cut appearance the top of the Vertical Log Pile shall have a minimum of three opposing sloping cuts (30 to 45 degrees from the horizontal plane).

8-05.2(1)B Salvaged Wood

Salvaged wood shall also be generated during site clearing and stockpiled on-site for re-use. It is anticipated that salvaged wood will include the types and size classes shown in the table below.

Type	Diameter (in)	Length (ft)	Rootwad Attached (Yes/No)	Branches Intact (Yes/No)	Estimated Quantity
Salvaged Whole Trees	12 – 38 (Typ.)	20 to 135 (Typ.)	Yes	Yes	54
Salvaged Slash	1 to 12	8 to 25	Not Required	Yes	340 CY

Salvaged Whole Trees

Existing trees shall be protected to the extent feasible, but 54 trees have been identified to be removed on Sheet 2 of the design plan set. Additional trees may need to be removed at no additional cost. The trees shall be pushed over and harvested with rootwad intact to the extent feasible. Branches shall also be left on the trunk of the salvaged trees to the extent feasible unless otherwise directed by the Engineer. Broken or removed branches shall be classified as salvaged slash and stockpiled for re-use. The Engineer will direct the placement of the Salvaged Whole Trees in the large wood structures.

Salvaged Slash

Salvaged Slash material shall comprise of trees, limbs, rootwad mass, brush, and tops generated during clearing activities and from removal of limbs and tree tops for the onsite wood that is salvaged. Slash

material shall be a maximum of 12 inches in diameter and may be of varying smaller sizes. Slash materials shall not contain noxious weeds per the Washington State Noxious Weed Lists and Monitor List (http://www.nwcb.wa.gov). Slash material will be added to the proposed large wood structures to improve fish habitat.

8-05.2(1)C Mechanical Hardware

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. Please see section 1-06.2 for more information on this requirement.

Mechanical hardware proposed for the Project include threadbar, flat plate washers, and nuts. All mechanical hardware shall comply with manufacturer's written recommendations and the following specifications:

1. Threadbar shall be non-galvanized steel with a tensile yield rating between 75,000 and 150,000 pounds per square inch (75 to 150 ksi) per ASTM A615. The effective (minimum) bar cross section area shall be no less than 0.79 square inches (equivalent to a #8 size reinforcement bar). The threadbar shall be continuously threaded with no more than 4 threads per inch and be capable of accepting matching nuts that can be threaded along the entire length of the threadbar. Acceptable threadbar types include; Dywidag Systems International (DSI) threadbar, Nucor Skyline Cold Rolled Grade 150 threadbar, Williams Form R71 150 ksi all-threadbar, or approved equal.
2. Steel flat plate washers shall be non-galvanized with the equivalent material strength properties to the threadbar. The washers shall have a thickness no less than 0.23 inches and no more than 0.50 inches. Square steel washers shall have a width of no less than 3 inches and no more than 4 inches. Round steel washers shall have an outside diameter of no less than 3.4 inches and no more than 4 inches.
3. Steel nuts shall be non-galvanized with equivalent, or stronger, material strength properties as the threadbar and be capable of developing 100% of the threadbar capacity in tension. Nuts shall be compatible with the threadbar diameter and thread type and be from the same supplier as the threadbar. Nuts for low profile nut connections shall have one rounded, domed, or mushroomed side.

8-05.2(1)D Epoxy

Epoxy shall be Hilti HIT-RE 500 V3, Simpson Strong-Tie SET-3G, or DeWalt Pure110+, or accepted equal. Under no circumstances shall Epoxy be applied in a submerged condition. After application of Epoxy, manufacturer's cure times shall be met before connections are allowed to become submerged. The cure time will be a function of ambient temperature, as noted by the manufacturer. Epoxy shall meet or exceed the following criteria:

Bond Strength, 2-day cure	ASTM C882	1,560 psi (minimum)
Compressive Strength	ASTM D695	11,700 psi (minimum)
Absorption	ASTM D570	0.18% (maximum)

8-05.2(2) Large Wood Structure Backfill

The Contractor shall create a separate temporary stockpile of material when excavating the proposed scour pools adjacent to each structure so this material can be used to backfill the face of the river bank to a depth of at least 3 feet to limit bank erosion. The remaining portion of the large wood structure can be backfilled with an approximate mix of 50 to 70 percent salvaged cobble and gravel with 30 to 50 percent soil matrix.

8-05.3 Submittals

8-05.3(1) Large Wood Procurement Plan

No less than 30 days prior to the first delivery of LWM to the on-site project stockpile locations, the Contractor shall submit a Large Wood Procurement Plan for sourcing of LWM. Large Wood Procurement Plan shall include a list of expected LWM tree species and their proportion of the total quantities. Large Wood Procurement Plan shall include an estimated delivery schedule for the required quantity. The Contractor shall notify the Owner and Engineer if there is a shift from the original delivery schedule.

8-05.3(2) Large Wood Connection Hardware Materials

No less than 15 days prior to the first delivery of connection hardware to the Project Site, the Contractor shall submit manufacturer's product data for all Connection Hardware listed in these Specifications for approval by the Engineer. Samples of all Connection Hardware listed in these Specifications shall be provided to the Engineer upon material delivery to the project site.

8-05.4 Construction Requirements

8-05.4(1) Wood Delivery, Storage, and Handling

The Contractor shall furnish and deliver all logs and woody material required for completion of the structures. Log delivery shall be coordinated with the Engineer to allow for inspection and approval of all imported LWM. The Contractor shall store large woody materials, imported or salvaged from on site, within the limits of disturbance indicated on the Plans and as described in the Section 2-01, or as approved by the Owner.

The Contractor shall stage woody material in separate stockpiles organized by log type. The Contracting Agency reserves the right to reject and require replacement of woody material which does not meet the requirements of these Special Provisions.

To facilitate efficient movement of LWM, the Contractor shall provide a track excavator sized to sufficiently handle LWM while minimizing disturbance with a hydraulic thumb and/or clamshell attachment for efficient placement. At all times when logs are being handled, loaded, unloaded, and placed, the Contractor shall exercise care to minimize damage to logs and rootwads. The LWM shall not be dropped into position.

All Rootwad Logs shall be handled by grasping the bole of the log; transporting or lifting Rootwad Logs by grabbing the rootwads with an excavator bucket or similar equipment shall not be allowed. Similarly, salvaged trees shall be handled in a manner that minimizes damage to branches. A log loader with an articulating grapple hook or excavator bucket with an articulating bucket is highly recommended for handling and placing LWM.

Imported LWM damaged during transport and handling shall be replaced at the Contractor's expense. Handling and moving LWM shall not damage existing features or landscapes.

8-05.4(2) Structure Construction and Log Placement

The Contractor shall not begin construction of each large wood structure until:

1. The location of the wood structure and the associated pile logs and excavated scour pool is staked by the Contractor and approved by the Engineer;
2. All necessary temporary work isolation measures are installed and properly functioning;
3. The work area has been defished and dewatered sufficiently, and
4. All LWM has been staged near the structure site.

The log arrangement for each wood structure type indicated on the Drawings represents the desired layout based on approximate tree locations and typical log dimensions. The final log placement is generally expected to follow this arrangement, though some variation is expected. Final log placements will accommodate the variability of the logs available for construction and the site conditions encountered during construction.

The Drawings for some of the wood structures include log orientations in a sequence of vertical layers. Log and slash material shall be placed for each layer as detailed in the Drawings, or as otherwise directed by the Engineer to adjust for varying log diameters and shapes. Intermingle, stack, and rack slash material under and into the placed large wood to emulate natural accumulations of wood material. The Engineer may direct the Contractor to distribute some of the slash material to other void spaces within the large wood structures.

All excavation shall take place within the designated limits of disturbance unless otherwise approved by the Owner's Representative. Excavate to subgrade before placing large wood. Stockpile the excavated material within the established disturbance area.

Anticipate field fitting, log cutting and variation in final location of logs because of natural variation in wood dimensions and to protect mature vegetation, as approved by the Engineer. The Contractor shall make all adjustments in log placements or other components as directed by the Engineer.

Place, tamp, and compact surrounding material around LWM to prevent shifting of logs during subsequent wood placements.

Each placed log shall be stabilized. Stabilization methods shall include partial burial, bracing to Vertical Logs, and mechanical connections to the Vertical Logs. Burial lengths and depths shall be to the minimum dimensions depicted on the Contract Plans. When Vertical Logs are incorporated into structures, the mechanical connections will typically only be required for the top layer of logs in the structure. Make connections to Pile Logs only after pullout resistance testing program has been completed, as described below.

Backfill the LWM as each layer is installed. Use coarse fill in the lower layer and along the waterward edge to the thickness of 3 feet, and use finer materials within the top 8-inch layer. Bucket compact backfill material at 2-foot maximum lift thickness.

The Engineer will observe all of the installations of at least the first two installations of each type of large wood structure placed in the side channel for compliance with the Contract Documents. Vertical Log installations and log placements shall be inspected by the Engineer or Owner's Representative prior to the addition of slash material and backfill material. The Contractor shall provide 2 days advance notice prior to beginning the construction of any large wood structure.

8-05.4(3) Vertical Log Installation

LWS construction requires timber pile installation in accordance with these Special Provisions. The Contractor may elect to construct LWS structures in any sequence provided the arrangement of the finished structure matches that shown on the Plans and that piles are installed at appropriate locations and depths. Any installation method referenced in the Special Provisions or on the Plans does not constitute a recommended methodology. It is the responsibility of the Contractor to identify site-appropriate installation methods for the piles.

Each vertical log shall be installed to meet the minimum specified embedment depth and pullout resistance on the Plans. The embedment depth is the distance from the bottom of the Layer 1 Rootwad Log or Log without Rootwad to the bottom elevation of the Vertical log. The vertical pile logs shall be driven up to 5 additional feet if refusal has not been met at the specified depth. Load proof testing will follow the procedure described in Section 8-05.4(5).

If refusal is met within 2 feet of the specified embedment depth, the Contractor has the option to perform a pile resistance test to determine if the load criteria has been met. If the pile does not meet the specified pullout resistance or the Contractor elects to skip the test, the pile should be removed and another installation shall be attempted in a slightly different location. If the pile still meets refusal prior to the specified embedment depth, the Contractor shall notify the Engineer of their preferred method to install the pile, such as pre-boring a pilot hole or excavation methods.

To ease tracking of depths, depth indicator markings shall be painted along the length of all pile logs at 5 foot increments, as measured from the top of the taper at the end of the log. Any length of the log end sharpened prior to driving shall not be included in determining the depth of the embedment.

Any equipment or methods which result in repeated damage to the log piles during driving or is detrimental to the pull-out capacity of log piles already driven, will be rejected by the Engineer.

The Contractor shall make all adjustments to Vertical Pile Log installations as directed by the Engineer.

The Contractor shall place specified materials in accordance with design specifications for each structure. This includes placement of logs, racking material, and slash. Logs where no mechanical connections are required can vary in their alignment, orientation and spacing as approved by the Engineer. Logs where connections are required shall make contact with the vertical members or horizontal members as shown in the Plans.

Placing woody material as shown on the Plans requires careful manipulation of woody material. While possible to construct structures, and installing large woody material, using tracked excavators, specialized equipment and/or adaptors such as log loaders, grapples, or articulating buckets and heads can ease constructability.

Construction of LWS structures is subject to in-water work window requirements and shall occur while the temporary stream diversion is fully active.

8-05.4(4) Mechanical Hardware Installation

LWM shall be fastened to other LWM as shown on the Contract Plans and the following specifications:

1. Connections between large wood members shall be drilled through the center of each piece with holes aligned to accept straight Threadbar. Drill bits shall be no greater than 6-millimeters larger in diameter than the Threadbar rod and of sufficient length to drill through at least two log diameters. Connections are to result in a gap no larger than 25 mm between two Large Wood pieces.
2. Threadbar shall be placed through drilled holes and fastened with 1 washer and 1 nut on each end of the threadbar. Tighten the nut until the underlying wood begins to crush. Peen the end of the threadbar to prevent installed nuts from loosening. Cut excess threadbar so that the end does not extend further than 50 mm beyond the edge of the nut. Peen or grind off sharp edges of threadbar.

8-05.4(5) Vertical Log Pullout Resistance Testing

Unless otherwise directed by the Engineer, pull out resistance testing of Vertical Log installations shall be performed as specified on the Plans. Pullout testing will continue to be performed for each type of installation method when new subsurface conditions have been encountered and/or new embedment depths are targeted.

The Contractor is responsible for providing the tensionometer for pile pullout resistance testing. The Contractor shall test the Vertical Logs for Pullout Resistance per the following program:

1. Prior to securing LWM to Vertical Logs, conduct pullout resistance testing on Piles that have been installed at their final placement locations.
2. Conduct Pile pullout resistance testing of 10% of all installed Piles in presence of the Engineer or Owner's Representative with a load meter that can be safely read while testing progresses, and one that records maximum load achieved with each pullout.
3. Proof load each tested Pile to the minimum resistance shown on the plans for each type of structure or observable vertical movement. If vertical movement occurs prior to achieving full resistance, remove and reinstall the pile in a new location to a greater depth, and retest until the required proof load is achieved without vertical movement. Pile removal, replacement and retesting shall be at no additional cost to the Owner.
4. Based on the results of the pullout resistance testing program, the Engineer may adjust the ballast requirements at the LWM installation locations at no additional cost to the Owner.

8-05.5 Measurement

"Apex Large Wood Structure", "Apex - Narrow Large Wood Structure", "Bank-Buried Large Wood Structures", "Riparian Bank Large Wood Structure", "Side Channel Confluence Large Wood Structure", and "Log Bumpers" will be measured per each large wood structure completed.

The Bid Item for "Side Channel Habitat Wood - Imported" will be measured per each Log with Rootwad installed.

No separate measurement will be made for associated earthwork, temporary stockpiling of backfill material, or vertical pile log load testing.

8-05.6 Payment

When measured per each, the unit contract price paid for “Apex Large Wood Structure”, “Apex - Narrow Large Wood Structure”, “Bank-Buried Large Wood Structures”, “Riparian Bank Large Wood Structure”, “Side Channel Confluence Large Wood Structure”, and “Log Bumpers” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for completing all Work required for installation of the structure as described in the Plans, and these Special Provisions.

The Bid Item for “Side Channel Habitat Wood - Imported” will be paid per each Log with Rootwad installed.

This unit price includes the following: furnishing, hauling, and temporary staging of woody material; hauling, and placement of any additional necessary materials as shown on the project plans; site preparation, scour pool excavation, excavation and backfill associated with placement of logs; hauling logs and materials to and from onsite stockpile; placement of logs; final grading for a smooth transition; installation of all mechanical connections as shown on the Plans; performing Vertical Log pullout resistance testing, and placement and compaction of backfill, and other Work that may be needed.

No payment shall be made until the Engineer has reviewed and approved a completed structure. Any deficiencies noted shall be the responsibility of the Contractor and payment will not be released until the noted deficiencies are addressed to the satisfaction of the Engineer.

Payment for clearing, as well as salvaging and stockpiling whole trees and slash material will be in accordance with Section 3-01.

No separate or additional payment will be made for additional excavation and shaping to accommodate wood placements. The Bid Items in this Section include hauling and disposal of excess large wood material at an approved on-site location.

8-19 VACANT

This section is replaced with the following:

(******)

8-19 ADDITONAL LANDSCAPE PLANS MATERIALS

8-19.1 Description

Work under this section shall consist of furnishing all material, labor, tools, and equipment necessary to install the below materials as depicted on the Plans. It includes any hauling and temporary staging. For materials shown below or embedded in grade per Plan, it includes all excavation, placement and compaction of backfill and final grading for a smooth transition.

8-19.2 Materials

Log and Rootwad Barrier: Per Plans and Details. Barrier includes deadfall, anchor boulders, cable and all work/grading for installation. Deadfall to be sourced from Large Woody Material not slated for use as large wood structures that are removed during Clearing and Grubbing or imported per 8-19.2(1) Large Woody Materials. Deadfall to be greater than 12” diameter.

Alternative Logs and Woody Debris: To be sourced from cleared trees of any diameter as well as stumps, root wads and tree boles that are removed during Clearing and Grubbing. They will be installed as described in these specifications and the Landscape design plans as the "Usable Material" quantity allows with priority of proposed locations per plan.

Boulders: Furnish angular rocks that consist of intact blocks without open fractures, foliation or other planes of weakness. Rock width and height to be greater than or equal to 1/3 of the rock length. Some boulders may be locally sourced, but it is the responsibility of the Contractor to import any rocks not available onsite. Boulders shall be 1-2-man size and 3–4+-man sizes per Plan.

Berms: Berms shall be constructed using suitable native soils and substrates excavated from the project site. Material sources and approximate quantities shall be as shown on Drawings LA-01 through LA-03. Material shall be free of deleterious substances in accordance with Section 3-11. Imported fill shall not be used unless approved by the Owner's Representative.

Road Warning Sign: One permanent road warning sign shall be Owner-furnished and Contractor-installed as shown on Drawings LA-01 and LA-04. The Contractor shall furnish the galvanized steel sign supports, mounting hardware, and all other materials necessary for installation. Sign support materials and hardware shall conform to Sections 9-28.11 and 9-28.14 of the Standard Specifications.

8-19.3 Construction Requirements

Log and Rootwad Barrier: Per Plans and Details.

Alternative Logs and Woody Debris: Per Plans and Details.

Boulders: Per Plans and Details. Boulders to be mix of 2 man and 3-4 man sizes per Plans. Boulders may be locally sourced; however, the Contractor shall furnish additional boulders as necessary to complete the Work. Boulders shall be 1-2-man and 3-4-man sizes as shown on the Plans.

Road Warning Sign: Install one permanent road warning sign at the entrance to Forest Road 130 at the approximate location shown on LA-01. The sign shall be installed in accordance with Detail 7/LA-04 and Section 8-21.3 of the Standard Specifications. The sign support assembly shall consist of a 2-1/4-inch square, 12-gauge galvanized steel upper signpost inserted into a 2-1/2-inch square, 12-gauge galvanized steel lower support sleeve, as shown on the Plans. Install the lower support sleeve in a 12-inch-diameter excavation, 30 inches deep, with a minimum embedment of 24 inches. Backfill with suitable native material compacted to provide a stable installation. The upper end of the lower support sleeve shall extend no more than 4 inches above finished grade.

The bottom of the Owner-furnished sign panel shall be a minimum of 7 feet above finished grade. The Contractor shall furnish compatible mounting hardware and install the sign panel in accordance with Section 8-21.

The Contractor shall verify the sign panel dimensions and mounting configuration prior to installation. Final sign placement shall be approved by the Owner's Representative.

8-19.3 Measurement

Measurement for the below referenced bid items will be as follows:

"Log and Rootwad Barrier", per each.

"Alternative Logs Woody Debris", per each.

"Road Warning Sign" per each.

"Boulders", lump sum for the quantities and sizes shown per Plan, no unit of measurement applies.

"Berms" will be be measured by cubic yard of completed berm material in its final, in-place condition, as verified by the Engineer. No allowance will be made for expansion or compaction of excavated material.

8-19.3 Payment

"Log and Rootwad Barrier," per each.

"Alternative Logs Woody Debris," per each.

"Boulders," lump sum.

"Berms" shall be made per cubic yard. The unit price shall include all labor, materials, equipment, placement, localized rivulet excavation, grading, shaping, and incidentals necessary to complete the Work as shown on the Plans. Excavation and initial hauling performed under Section 3-10 shall not receive additional payment under this item.

"Road Warning Sign" shall be made per each completed installation. The unit price shall include all labor, materials, equipment, sign supports, mounting hardware, excavation, backfill, and incidentals necessary to install the Owner-furnished sign panel.

8-31 TEMPORARY STREAM DIVERSION

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

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8-31 TEMPORARY WORK AREA ISOLATION AND DEWATERING

8-31.1 Description

This work consists of designing, furnishing, installing, operating, maintaining, removing, and disposing of measures for isolating construction activities from the surface waters and surrounding sensitive areas. This work also includes dewatering of in-stream or upland work areas, and other Work as detailed in these Specifications, the Plans, and in accordance with Project Permit requirements.

Dewatering may occur in conjunction with Temporary Work Area Isolation or as a stand-alone activity for excavations. This includes as necessary the bypassing of flow around the work areas, pumping water out of the isolated work area, installation of any necessary erosion control BMP's and other work as

necessary to allow for completion and inspection of the work while maintaining Water Quality Standards and permit compliance. Except as authorized by Project Permits, anytime work occurs within the wetted channel, an isolated in-water work area shall be created. Isolated in-water work areas consist of a cofferdam, or other acceptable methods that keeps aquatic species and surface flow separated from turbid water in the active work area, and maintains State Water Quality Standards and permit compliance. The labor, materials, and equipment associated with restoring the streambed, channel banks, upland areas, and any other areas impacted by temporary work area isolation or dewatering facilities is incidental to this Work.

Limited geologic or groundwater information is available for the site. The Contracting Agency makes no assurances to the extent and/or difficulty of removal of water from the site nor the viability of upland infiltration as a means for water management. It is the sole responsibility of the Contractor to determine the means and methods for managing water within the work areas.

8-31.2 Materials

The Contractor shall detail all materials in the Temporary Water Management (TWM) Plan. Materials used shall comply with these Special Provisions and the Standard Specifications.

8-31.2(1) Plastic Sheeting

Plastic sheeting used in construction of cofferdams or other work-area isolation measures shall be heavy duty reinforced poly sheeting with 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.

8-31.2(2) Bulk Bags and Sand Bags

The cofferdam used to stop water from flowing through the project area may use “bulk bags” and/or “sandbags.” 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. Bulk bags shall be in new condition. Sandbags shall be made from a burlap natural fiber material. Bulk bags and/or sandbags shall be filled with Streambed Sediment, Section 9-03.11(1), expect with no more than 6 percent passing the No. 4 sieve, no more than 3 percent passing the No. 40 sieve, and no more than 2 percent passing the No. 200 sieve size. Project site sourced sand and gravel material may be used if determined by the Owner to comply with permit requirements.

Bulk bags and/or sand bags may be filled with locally sourced material if available and approved by the Contracting Agency. If sufficient material is not available on-site, import of additional material is the responsibility of the Contractor. Bulk bags can be filled to their maximum capacity. Sand bags shall be filled to no more than 2/3 of total capacity. Once filled, sand bags shall be securely tied. Bulk bags do not require secure closure if they securely hold the material with which they have been filled without being tied shut.

8-31.2(3) Sheet Pile

Sheet pile shall be of the type and material selected by the Contractor. Sheets shall be interlocking to prevent water from readily flowing between installed sheets. All sheets shall be in good condition and free of grease, chemicals, and all other deleterious materials which may be hazardous to aquatic life.

8-31.2(4) Cofferdam Gravel

Material used to fill bulk bags shall be rounded alluvial material collected on site if available and approved (borrow) or imported clean similar material, where clean is defined as a material that will not cause water quality violations.

8-31.3 Construction Requirements

8-31.3(1) General

8-31.3(1)A General TWM Requirements

The Work shall include compliance with Washington State Water Quality Standards in WAC 173-201A, project permits, environmental commitments, and these Provisions.

Each work area will be individually isolated.

Temporary site isolations, including all water that is retained by the isolation and the dewatering system, shall be located within the permitted impact areas as shown in the Plans. The diversion dam or coffer dam shall be constructed to a height sufficient to prevent stream flow from entering the work area. Scour protection shall be provided at the outfall of the temporary stream diversion systems and dewatering system to prevent flow re-entering the stream channel from mobilizing streambed and embankment sediments.

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

The Contractor shall be responsible for appropriately sizing the Temporary Water Management System to complete the Work. It is the responsibility of the Contractor to design and implement, monitor, or modify as necessary all site isolation components necessary to ensure an isolated and dewatered work area during construction.

8-31.3(1)B Temporary Work Area Isolation

Prior to beginning work in an actively flowing channel, cofferdams or similar isolation structures shall be installed at or near locations shown on the Contract Plans to isolate the work area from surface flow in the Creek. Temporary Work Area Isolation is defined as using cofferdams, turbidity curtains or other approved means to temporarily isolate a localized work area from active flow without rerouting the entire channel. A Temporary Work Area Isolation shall consist of a barrier to prevent surface water from entering the Work area and to prevent untreated turbid construction water from exiting the Work area.

The Contractor shall maintain the water level below the working level within excavations in the active work area to provide a dry active construction work area. The active work area shall be defined as the area where work is being completed, including excavation, grade and elevation checking, rock placement, backfill, and related activities. If the area is dewatered, pumps may be shut down and water allowed to pool in work

areas outside of working hours, provided that doing so does not damage the work and turbid waters do not enter sensitive areas such as wetlands or waterbodies.

All Work within the isolated work zone shall be completed, along with any required inspections or approvals by the Engineer and/or Owner's Representative, before the work isolation measures are removed. Re-watering of the project area shall occur at a rate slow enough which avoids loss of surface water downstream and while maintaining water quality standards. The Contractor shall take all actions necessary to prevent the water from exceeding the turbidity standards during re-watering of the stream channel and immediately take any corrective measures necessary if turbidity is to increase during this sequence.

8-31.3(1)C Cofferdams and Diversion Dams

Diversion dams and cofferdams shall be constructed using bulk bags, sheet piles, or other means approved by the Contracting Officer.

8-31.3(1)D TWM Plan Implementation Meeting

The Contractor shall arrange a meeting with the Engineer prior to implementation of the TWM Plan. At this meeting the Contractor shall explain to the Engineer the Work to be completed for the temporary work area isolation and dewatering. The meeting shall be a minimum of seven (7) calendar days prior to start of the temporary stream diversion to allow for fish block net installation associated with the temporary stream diversion Work. The Contractor shall notify the Engineer 14 calendar days prior to the meeting taking place.

Those attending shall include:

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

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

8-31.3(2) Temporary Water Management Plan

8-31.3(2)A General Plan Requirements

The Contractor shall submit a Temporary Water Management (TWM) Plan for review by the Contracting Agency. The TWM Plan shall comply with the requirements of a Type 2 Working Drawing and the Specifications and Contract Provisions. A separate TWM Plan shall be prepared and submitted for each temporary stream diversion. The Plan shall be submitted by the Contractor for approval a minimum of twenty (20) working days prior to the preconstruction conference and must be approved prior to any in-water work.

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

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

The TWM Plan shall consist of a narrative and drawings detailing all temporary water management facilities and shall encompass all the areas affected by the Contractor's in-stream work or other areas where associated activities or dewatering may occur. The plan shall identify the sequences, methods and materials used to isolate and dewater the work area(s), and the materials, processes and procedures for management and handling of sediment laden water.

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

The Contracting Officer may request an updated TWM Plan at no additional cost to the Contracting Agency at any point during Construction if the Contractors installed means, methods or materials fail to meet the requirements of this section.

The Contractor shall be responsible for appropriately sizing the temporary water management facilities to complete the work. The depths and flow-rates within the stream, and the elevation and quantity of groundwater, varies depending on the time of year and between years depending on hydrologic conditions of the preceding winter and spring. It is the responsibility of the Contractor to design and implement, monitor, or modify as necessary all site isolation components necessary to ensure an isolated and dewatered work area during construction. Other methods that provide equal or better isolation or water management and include equal or fewer potential environmental impacts can be requested by the Contractor and will be considered by the Contracting Officer. Alternative methods can be used if approved; however, if any methods fail to meet the performance requirements of this section, the Contractor shall remove, replace or repair it at no additional cost to the Contracting Agency.

8-31.3(2)B Plan Requirements

At a minimum, the TWM Plan shall provide the following information in the following order:

1. Descriptions of type, materials and Locations of each temporary stream diversion
    a. Identify the name of the water body where the temporary stream diversion will be placed. Provide a description of the methods and materials being proposed.
    b. Provide drawings showing the location of the temporary stream diversion, including proposed access routes and equipment to be used to construct the diversion.

c. Illustrate the locations of all dewatering sumps, discharge lines, and outfall areas.

2. Schedule and Sequence

a. Provide a detailed schedule and sequence showing all activities that illustrate how the Work will be completed within the in-water work window. This shall indicate the sequence of Work, dates, and durations for when the following will occur, in accordance with the allowed in-water work window in the Special Provisions:

i. TWM Plan Implementation Meeting.

ii. Fish Block Net Installation and Fish exclusion (performed by the Contracting Agency).

iii. Installation of the TWM Plan Components.

iv. Dewatering of the isolated work area.

v. Restoration and stabilization of the isolated work area to prevent erosion.

vi. Relocations of the temporary stream diversion to accommodate the work sequence (if needed).

vii. Channel rewatering.

viii. Removal of the TWM Plan components

ix. Fish block net removal (performed by Contracting Agency).

b. Include other Work that needs to be coordinated with the TWM (e.g., temporary erosion control).

3. Calculations and Materials

a. Identify outfall protection and dissipation methods for all dewatering efforts both upland and instream. All outfalls must be protected to prevent erosion.

b. Calculations shall demonstrate the diversion system conveys the minimum peak flow specified by the Contracting Agency and include tidal influence where applicable.

c. Temporary stream diversions shall include a water conveyance system to be used for dewatering and rewatering that is capable of conveying the flow required for the temporary stream diversion.

d. Methods for anchoring cofferdams, temporary stream diversion pipe and associated hardware; include calculations to demonstrate the device's ability to anchor the pipe and associated hardware.

e. Specifications for all materials and equipment to be used as part of the diversion including pump or diversion capacities and hose sizes. For example, provide the type, profile, and size of pipe.

f. Provide the size of fish screens (mesh size and surface area) to be used.

g. Detail where bags will be used for temporary stream diversion. Bags shall comply with the requirements of the HPA.

h. Detailed specifications and calculations for all additional materials and methods required for construction dewatering. Locations proposed by the Contractor for upland infiltration must be identified and approved.

4. Work Area Isolation and Dewatering

    a. Describe how flows will be conveyed around the project area without impacting the work area and list all materials that will be used.

    b. Provide the method(s), including locations and details (narrative and drawings) for isolating the work area or blocking both the upstream and downstream ends of the stream diversion. Describe how minor leakage from upstream and downstream will be addressed.

    c. Describe the means by which the height of the isolation can be increased an additional foot within 4 hours in the event that flow increases require an increase in isolation height. Provide contact information for the Construction Personnel responsible for adaptively managing increases in flows.

    d. Include provisions for scour protection at the temporary stream diversion outfalls.

    e. Identify the means and methods for dewatering including the handling, treatment and/or disposal of sediment laden water.

5. Contingency Plan (when required)

    a. The Contractor shall include the details of the system in the TWM Plan sections that are applicable.

    b. Describe the work that will be implemented and the materials to be used in the event of a storm producing streamflow in excess of the design flow requirement, equipment failure, vandalism, or other incident.

    c. Provide the type and size of materials that will be used in the event of the work area becoming inundated, including fish exclusion coordination with Contracting Agency if the block nets are compromised.

    d. Describe how the contingency equipment and materials will be stored, inspected and maintained so they are ready for use if required.

    e. Describe how the contingency system will deployed and operational within 2 hours, if required.

6. Inspection and Maintenance

    a. Provide the schedule and frequency for inspection of the temporary water management facilities including the emergency contact information for the individuals inspecting and/or repairing. For temporary stream diversions, include weekends and holidays.

    b. Describe how maintenance and Contracting Agency notification will be conducted when inspections identify deficiencies in the TWM facilities. These include, but are not limited to, removal and disposal of trapped sediment and debris; repairing leaks; increasing height and/or width of isolation materials if flows approach 75% of the minimum capacity and any other procedures employed by the Contractor to adapt to changing flow conditions.

c. The Contractor shall keep a record of all inspections and maintenance of the temporary water management facilities and shall provide the records to the Contracting Officer when requested.

d. The Contractor shall notify the Engineer within 12 hours of an emergency repair.

7. Rewatering the Stream Channel

   a. Detail how any isolated sections of stream channel will be rewatered to comply with water quality requirements.

   b. Identify measures that will prevent the stranding of fish during rewatering (i.e., describe methods, rates, and durations of the rewatering process knowing that flows downstream of the fish block must be maintained to protect fish).

8. Removal of the TWM Facilities

   a. Describe the sequence that will be used for removing the TWM facilities and methods to prevent exceeding allowable water quality standards.

   b. Describe how disturbed soil will be permanently stabilized.

9. Other Work required for the Contractor's TWM.

8-31.3(3) Fish Block Net Installation and Fish and Aquatic Species Exclusion

No Work within the limits of the Ordinary High-Water Mark will be allowed prior to installation of site isolation and completion of fish exclusion activities. All work related to fish removal will be performed by the Contracting Agency at no cost to the Contractor.

The Contractor shall notify the Engineer in writing a minimum of 7 calendar days before installation of isolation measures and prior to closing the cofferdam of a temporary work area isolation to schedule fish and aquatic species exclusion.

The Contractor cannot begin in-water work until the Contracting Agency has safely captured and relocated all fish and other aquatic organisms trapped between the block nets or that may become trapped inside the proposed isolation area. Depending on the means and methods of site isolation, the Contractor will either install the proposed isolations and that area will be de-fished; or the Contracting agency will install block nets and defish the area before the Contractor's installation of site isolation measures.

8-31.3(3)A Contracting Agency Provided Materials

The Contracting Agency will provide and install all fish exclusion materials. All materials used for the temporary water management facilities shall become the property of the Contractor and removed from the project limits, except for any materials supplied by the Contracting Agency or otherwise specified by the Contracting Officer.

8-31.3(4) Dewatering Work Areas

The Contractor shall design, install, operate, maintain, and remove a construction dewatering system as necessary to conduct the work. The construction dewatering system shall be used to remove water from work areas including precipitation, surface water trapped within or entering the work area, and seepage

when the excavations extend below groundwater. The system shall be capable of handling anticipated seasonal groundwater variations and storm events. The system shall provide for a reasonably dry work area free of standing water that impedes construction or degrades the working surface of the excavation.

Initial dewatering of the isolated work area shall occur at a rate slow enough to allow the Contracting Agency to safely capture and relocate all fish species and other aquatic organisms to avoid stranding, as determined by the Contracting Officer.

All pumps used for dewatering below ordinary high water 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 27 percent. The screened intake facility must have enough surface area to ensure that the velocity through the screen complies with the velocity provided within the Hydraulic Project Approval (HPA). If no velocity is provided within the HPA, the maximum approach velocity shall not exceed 0.33 feet per second. The fish screen must remain in place whenever water is withdrawn until the Contracting Agency Biologists confirm all fish have been removed. At that point, the Contractor may remove the fish screen to finish dewatering the work area.

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

8-31.3(4)A Disposal of Dewatering Water

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

Outfalls must be located in upland areas that prevent turbid waters from flowing into sensitive areas such as wetlands or waterbodies. Outfall locations will be flagged by the Contractor and approved by the Engineer. Scour protection shall be provided at all outfalls to prevent erosion. The Contractor may propose to pump sediment laden water upland for infiltration if such location is preidentified in their submittals, all landowner approvals have been granted and all information has been approved by the Contracting Agency. Neither the Contracting Agency nor the Engineer make any assurances or representations on the viability or availability of upland infiltration as a means of construction dewatering/discharge or the levels or velocity of water that may be encountered during construction.

If shown on the Plans, an infiltration pit shall be excavated at the outfall location to manage the volume of dewatering water. The infiltration pit shall be restored to pre-project conditions following the completion of the Work. The area shall be backfilled and bladed to remove machinery tracks and artificial mounds of

material. The ground surface shall be returned to the pre-project elevation immediately outside of the excavation footprint, and the area shall be reseeded.

Additional clearing of riparian vegetation or creation of temporary access roads to route dewatering pipes is not allowed. Pipes may be laid by hand through existing riparian forest, with the approval of the Engineer.

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

8-31.3(5) Inspection and Maintenance

At a minimum, the Contractor shall perform the following activities once per day (including weekends and holidays for temporary stream diversions):

1. Check for and correct leaks;
2. Ensure the fish block nets remain sealed to the channel substrate; and
3. Check inlet for proper function.

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 three times 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, between 11:00 am and 1:00 pm, and between 4:00 pm and 6:00 pm:

1. Inspect the upstream and downstream fish block nets and remove debris;
2. Inspect the upstream fish block net and all screens and similar facilities for impinged fish; and
    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.

8-31.3(6) Channel Rewatering and Removal of the Temporary Stream Diversion (Except Nets)

The Contractor shall notify the Engineer 7 calendar days in advance of rewatering the stream channel. This notification shall include a schedule of activities from the start of rewatering the channel to the final removal of all stream diversion components

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

Once the water in the isolated area meets the applicable turbidity standards the Contractor may begin removal of the temporary stream diversion. Rewatering of the project area shall occur at a rate slow enough which avoids loss of surface water downstream and while maintaining water quality standards. The Contractor shall take all actions necessary to prevent the water from exceeding the turbidity standards during rewatering of the stream channel and immediately take any corrective measures necessary if turbidity increases during removal of the temporary stream diversion.

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 stream diversion is removed. The Contractor must finish all construction activities within the limits of the Ordinary High-Water Line, including but not limited to final grading and site restoration before the Contractor removes temporary work area isolation.

8-31.3(7) Removal of Fish Block Nets

The Contractor shall allow 7 calendar days for Contracting Agency removal of the fish block nets. The Contracting Agency will remove the fish block nets.

8-31.4 Measurement

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

8-31.5 Payment

The lump sum Contract price for “Work Area Isolation and Dewatering” shall be full pay to perform the Work as described in this section. Progress payments for the this bid item will be made as follows:

1. The Contracting Agency will pay 10 percent of the bid amount following the approval of the TWM, SWPP and TESC plans.
2. The remaining ninety percent will be paid proportionately per project element completed upon completion of that project element using the formula:

Payment per project element completed = 90% * Bid Amount / number of project elements requiring isolation. For the purposes of this calculation, construction of individual large wood structures along proposed channels (excluding the Floodplain Roughness Large Wood Structures) and the split flow channel excavation are considered project elements.

END OF SPECIAL PROVISIONS

APPENDICES

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APPENDIX A: PREVAILING WAGES

FEDERAL WAGE RATES

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

https://sam.gov/content/wage-determinations. When required to comply with the federal labor standards, 29 CFR S5.5 applies. This can be accessed via this link. https://www.ecfr.gov/current/title-29/subtitle-A/part-5#5.5

WASHINGTON STATE WAGE RATES

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

APPENDIX B: PROJECT PERMITS

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.	STATUS	DOCUMENT ACCESS
Regional General Permit - 8	USACOE	NWS-2004-189	Received	https://www.co.chelan.wa.us/files/natural-resources/documents/Construction_Contracting/RGP-8%20with%20Appendicies%20NWS-2004-189.pdf
Hydraulic Project Approval	WDFW	APP ID: 0045257	Submitted	TBD

APPENDIX C:
CONTRACT DRAWINGS

The Final Contract Drawings (Plans) can be accessed via the link below or a hard copy can be made available by request to the Contracting Agency.

https://interfluve.filecamp.com/s/d/Chiwawa_D_Plans_Final_261116

APPENDIX D: REPRESENTATIVE PROJECT SITE PHOTOS

The following photos from October 2022, May 2023, and May 2025 have been included as a referenced to anticipated site conditions for prospective bidders. Actual site conditions may vary.



Figure 1. Drone view of the Chiwawa River looking downstream. The Apex LWS is proposed at the head of the small island.



Figure 2. Drone view of the Chiwawa River looking upstream.



Figure 3. View of the Riparian Bank Treatment Area.



Figure 4. View of the Chiwawa River looking downstream (south) from the Chiwawa River Road Bridge. Note the dispersed camping area on river left.



Figure 5. View of Alder Creek looking downstream towards its confluence with the Chiwawa River.

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