

CONTRACT PROVISIONS

Eagle Creek Culvert Replacement

April, 2022



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

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Chelan County Natural Resources Department

Eagle Creek Culvert Replacement

Bid Opening: Monday, May 16th, 2022, at 11:00 AM PDT

Notice to All Plan Holders:

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

Contracting Officer/ Project 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 Engineer:

Pat Powers
Waterfall Engineering, LLC
9427 Delphi Rd SW
Olympia, WA 98512

Cell: (360) 701-8433

waterfallengineering@comcast.net

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BID SUBMITTAL PACKAGE

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BIDDING CHECKLIST

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

Please check to make sure you have accomplished the following:

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

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BIDDING INSTRUCTIONS

A. BID OPENING

The Chelan County Board of County Commissioners will open sealed bids and publicly read them aloud on Monday, May 16th, 2022 at 11:00 AM PDT or as soon thereafter as the matter may be heard, at the Board of Commissioners Office, Chelan County Administration Building, 400 Douglas Street Suite 201, Wenatchee, Washington, for the implementation of Chelan County Natural Resources Department Project Eagle Creek Culvert Replacement 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 Eagle Creek Culvert Replacement”**.

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.

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

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

C. CLARIFICATION OF BID

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

D. BID BOND

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

E. BID REVIEW AND EVALUATION

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

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

F. CONTRACT DOCUMENTS FOLLOWING AWARD

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

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

G. CANCELLATION BY COUNTY

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

INVITATION TO BID

Eagle Creek Culvert Replacement

Sealed bids will be received by Chelan County at the Board of County Commissioners Chambers, Chelan County Administration Building, 400 Douglas Street, Wenatchee, Washington until Monday, May 16th, 2022 at 11:00 AM PDT for the Chelan County Natural Resources Project, “**Eagle Creek Culvert Replacement**”.

Chelan County Natural Resources Project: Eagle Creek Culvert Replacement, Chelan County, WA. This Contract provides for the removal of a 4-foot by 20-foot CMP Culvert and installation of 50-foot-long by 14-foot-wide bridge with a raised road, restored streambed and installation of 2 (two) Large Woody Debris (LWD) structures at river-mile 0.3 on Eagle Creek. This work includes but is not limited to: concrete forming and pouring for the bridge footings and stem walls; repaving of existing road surface; temporary improvements to, development of, and restoration of temporary construction access routes; temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; channel and bank excavation; wood acquisition and structure installation; procurement and installation of the bridge as specified; and other work, in accordance with the Contract Documents and the 2022 Standard Specifications for Road, Bridge and Municipal Construction, State of Washington, Department of Transportation, and addenda thereto.

All work must be complete between September 5th and October 31st, 2022. The estimated range of probable cost is \$225,000-\$235,000 excluding WSST.

An **optional** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on Friday, May 6th, 2022 at 9:30 A.M. Attendees should meet at the project site on Cross Creek Lane. From Leavenworth, WA, travel 2.3-miles on Chumstick Highway and take a right on Eagle Creek Road. After roughly ¼ mile take a right on Cross Creek Lane. A representative from each Prime Contractor that intends to submit a bid is encouraged to attend.

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

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

All bids shall be marked “EAGLE CREEK CULVERT REPLACEMENT” on the outside of the envelope. The Board of County Commissioners reserves the right to reject any or all bids for cause. Dated this 25th day of April, 2022.

BOARD OF CHELAN COUNTY COMMISSIONERS

KEVIN OVERBAY, CHAIRMAN

ATTEST:

TIFFANY GERING, COMMISSIONER

CARLYE BAITY, CLERK OF THE BOARD

BOB BUGERT, COMMISSIONER

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

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BID PROPOSAL

Eagle Creek Culvert Replacement

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:

Item	Spec #	Description	Unit	Quantity	Unit Price	Total Price
1	1-09	MOBILIZATION	L.S	1		
2	8-05	TEMPORARY ACCESS AND STAGING	L.S	1		
3	1-07.17 & 6-01.10	UTILITIES	LS	1		
4	8-05	TEMPORARY TRAFFIC BYPASS	L.S	1		
5	8-01	SITE ISOLATION AND EROSION CONTROL	L.S	1		
6	2-09	CULVERT REMOVAL AND DISPOSAL	LS	1		
7	6-03	BRIDGE PROCUREMENT AND INSTALLATION	L.S	1		
8	6-02	FOOTINGS AND STEMWALLS	L.S	1		
9	8-15	RIP-RAP	C.Y	80		
10	2-09	CRUSHED SURFACING- FOUNDATION ROCK	C.Y	20		
11	2-09	CRUSHED SURFACING- BACKFILL	C.Y	25		
12	4-01	CRUSHED SURFACING- ROAD	C.Y	90		
13	4-01	APPROACH ROADFILL- SELECT BORROW	C.Y	188		
14	6-02	CONCRETE- BRIDGE DECK	C.Y	5		
15	5-04	PAVEMENT	TONS	38		
16	8-19	STREAMBED SEDIMENT	C.Y	35		
17	8-19	STREAMBED COBBLES	C.Y	20		
18	8-19	STREAM BED BOULDERS	C.Y	30		
19	8-26	LARGE WOODY DEBRIS STRUCTURES	E.A	2		
20	8-27	RESTORATION	L.S	1		
				Total Bid		

The aforementioned sum is hereby designated the Total Bid. The Total 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 Eagle Creek Culvert Replacement.

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 1-07.28 of the Special Provisions – Division 1. Submission of this Bid Proposal and entering into a Contract for this Work constitutes acknowledgement by the Contractor that said indemnification requirements are specifically and expressly a part of the Bid process and Contract Negotiations, including Contract waiver of immunity under Industrial Insurance, Title 51 RCW. A bid proposal security of five percent (5%) of the total bid is attached hereto in the following form and in the amount of \$_____.

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

PRINT BIDDER NAME	SIGNATURE OF PRINCIPAL OR OFFICER
-------------------	-----------------------------------

MAILING ADDRESS	CITY	STATE	ZIP
-----------------	------	-------	-----

PRINT NAME OF SIGNATORY	TITLE
-------------------------	-------

TELEPHONE	FAX
-----------	-----

STATE REGISTRATION NUMBER	STATE UBI NUMBER
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BID PROPOSAL BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

Eagle Creek Culvert Replacement, Chelan County. This Contract provides for the removal of a 4-foot by 20-foot CMP Culvert and installation of 50-foot-long by 14-foot-wide bridge with a raised road, restored streambed and installation of 2 (two) Large Woody Debris (LWD) structures at river-mile 0.3 on Eagle Creek. This work includes but it not limited to: concrete forming and pouring for the bridge footings and stem wall; repaving of existing road surface; temporary improvements to, development of, and restoration of temporary construction access routes; temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; channel and bank excavation; wood acquisition and structure installation; procurement and installation of the bridge as specified; and other work, in accordance with the Contract Documents and the 2022 Standard Specifications for Road, Bridge and Municipal Construction, State of Washington, Department of Transportation, and addenda thereto.

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

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

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

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

PRINT PRINCIPAL'S NAME

PRINT SURETY'S NAME

SIGNATURE: AUTHORIZED PRINCIPAL/OFFICER

SIGNATURE: SURETY/AUTHORIZED
AGENT

ATTORNEY-IN-FACT, SURETY

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BIDDER INFORMATION**PROJECT:** Eagle Creek Culvert Replacement

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

CONTRACTOR:NAME (Exactly as Registered)TELEPHONE NO.ADDRESSCITYSTATEZIPREGISTRATION NO.EXPIRATION
DATEFEDERAL TAX IDUBI NO.SOLE PROPIERTORSHIPPARTNERSHIPCORPORATIONJOINT VENTURELLC**PRINCIPALS:****LIST OF SIMILAR PROJECTS COMPLETED BY CONTRACTOR (USE ADDITIONAL SHEET IF NECESSARY)**

Project Name	Contracting Agency	Project Contract	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.

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

SECTION A. OWNER REQUIRED SUBCONTRACTOR LIST

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

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

Name _____
Title. _____
Signature _____

OR There are subcontractors that meet the above requirements.

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

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

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

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CERTIFICATION REGARDING DEBARMENT

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

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE

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

Business Name _____

Date _____

By _____
(Authorized Signature)

(Name and Title)

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date Monday, September 16, 2019, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

BIDDER’S BUSINESS NAME

SIGNATURE OF AUTHORIZED OFFICIAL*

PRINTED NAME

TITLE

DATE

CITY

STATE

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

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

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

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CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE TRAINING

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

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

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

BUSINESS NAME

UNIFIED BUSINESS IDENTIFIER (UBI)

SIGNATURE OF AUTHORIZED OFFICIAL*

PRINTED NAME

**Check one option below and provide details*

Option A ☐ Labor and Industries Prevailing Wage Training Completion

L&I Prevailing Wages Training Completion Date

Option B ☐ Exemption from Training Requirement

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

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

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

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BONDING AND CLAIMS

BONDING COMPANY NAME (Exactly as Registered)

ADDRESS

CITY

STATE

ZIP

REGISTRATION BOND NO.

\$

AMOUNT

EXPIRATION DATE

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

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

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

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

Are there any lawsuits or unsatisfied judgments pending against you?

☐ Yes ☐ No

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

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CONSTRUCTION CONTRACT PACKAGE

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

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022, by and between Chelan County hereinafter called "CONTRACTING AGENCY" and _____ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the demolition of **Eagle Creek Culvert Replacement** in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall complete all work indicated on the Drawings between the dates of September 5th and October 31st, 2022.
4. The CONTRACTOR shall attain Substantial Completion of all work by October 31st, 2022.
5. 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".
6. The CONTRACTOR shall submit applications for payment in accordance with the 2022 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (Standard Specifications). Applications for payment shall be submitted to the CONTRACTING AGENCY.
7. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) BIDDING INSTRUCTIONS
 - (B) INVITATION TO BID
 - (C) BID PROPOSAL
 - (D) BID PROPOSAL DECLARATION
 - (E) BID PROPOSAL BOND
 - (F) BIDDER INFORMATION
 - (G) NON-COLLUSION DECLARATION
 - (H) SUBCONTRACTORS LIST
 - (I) CERTIFICATION REGARDING DEBARMENT
 - (J) BONDING AND CLAIMS
 - (K) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
 - (L) CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE TRAINING
 - (M) PERFORMANCE AND PAYMENT BOND
 - (N) NOTICE OF AWARD
 - (O) NOTICE TO PROCEED
 - (P) CHANGE ORDER(s)
 - (Q) ADDENDA:
 - No. _____ Dated _____, 2022
 - No. _____ Dated _____, 2022
 - No. _____ Dated _____, 2022
 - No. _____ Dated _____, 2022
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

CONTRACTING AGENCY**CONTRACTOR**_____
SIGNATURE_____
SIGNATURE_____
PRINT NAME_____
PRINT NAME_____
TITLE (SEAL)ATTEST:
Clerk of the Board_____
ADDRESS_____
TITLE (SEAL)_____
SIGNATUREEMPLOYER ID
NUMBER: __________
PRINT NAME

ATTEST:

TITLE_____
SIGNATURE_____
PRINT NAME_____
TITLE

PERFORMANCE AND PAYMENT BOND

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

CONTRACTOR NAME

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

Eagle Creek Culvert Replacement

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

NOW, THEREFORE, we the CONTRACTOR and

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

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

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

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

PRINCIPAL

BY _____

TITLE _____

ATTEST (If Corporation)

WITNESSES (If Individual or Partnership)

CORPORATE SEAL

BY _____

TITLE _____

APPROVED AS TO FORM

SURETY _____

BY _____

BY _____

(Attorney for _____)

Address of local office and agent of Surety Company is:

NOTICE OF AWARD**DATED** _____**TO** _____**ADDRESS** _____**PROJECT** Eagle Creek Culvert Replacement

The CONTRACTING AGENCY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated Monday, April 25th, 2022, 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 _____, 2022.

CONTRACTING OFFICER_____
SIGNATURE_____
TITLE**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____ this _____ day of _____, 2022.

SIGNATURE_____
TITLE

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NOTICE TO PROCEED**DATED** _____**TO** _____**PROJECT** Eagle Creek Culvert Replacement

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, and you are to attain Substantial Completion, as determined by the Contracting Agency, on or before October 31st, 2022.

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: Eagle Creek Culvert Replacement

TO Chelan County
CONTRACTING Natural Resources Department
AGENCY: 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 _____ 2022, 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 at 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:	<u>Eagle Creek Culvert Replacement</u>	CONTRACTING AGENCY
	<u>Chelan County</u>	ENGINEER <input type="checkbox"/>
TO	<u>Natural Resources Department</u>	CONTRACTOR <input type="checkbox"/>
CONTRACTING	<u>411 Washington Street, Suite 201</u>	SURETY <input type="checkbox"/>
AGENCY:	<u>Wenatchee, WA 98801</u>	OTHER <input type="checkbox"/>
STATE OF:	<u>WASHINGTON</u>	CONTRACT FOR: _____
		CONTRACT
COUNTY OF:	<u>CHELAN</u>	DATED: _____

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

Exceptions are as follows:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

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

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

CONTRACTOR: _____

ADDRESS: _____

Subscribed and sworn to before me
This _____ day of _____ 20__.

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME

PRINTED NAME OF NOTARY PUBLIC

PRINTED TITLE

COMMISSION EXPIRATION DATE

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CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: Eagle Creek Culvert Replacement

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

CONTRACTING AGENCY

ENGINEER	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

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:

ADDRESS: _____

Subscribed and sworn to before me
This _____ day of _____ 20__.

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME

PRINTED NAME OF NOTARY PUBLIC

PRINTED TITLE

COMMISSION EXPIRATION DATE

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CONSENT OF SURETY TO FINAL PAYMENT

		CONTRACTING AGENCY	
PROJECT:	<u>Eagle Creek Culvert Replacement</u>		<input type="checkbox"/>
		ENGINEER	<input type="checkbox"/>
	Chelan County	CONTRACTOR	<input type="checkbox"/>
TO	Natural Resources Department	SURETY	<input type="checkbox"/>
CONTRACTING	411 Washington Street, Suite 201	OTHER	<input type="checkbox"/>
AGENCY:	<u>Wenatchee, WA 98801</u>		
STATE OF: <u>WASHINGTON</u>		CONTRACT FOR: _____	
		CONTRACT	
COUNTY OF:	CHELAN	DATED:	

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

_____, SURETY COMPANY,

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

_____, CONTRACTOR, _____

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

CONTRACTING AGENCY, _____

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

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this ____ day of _____, 20__.

SURETY COMPANY NAME

Attest:

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(SEAL)

PRINTED NAME AND TITLE

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SPECIAL PROVISIONS

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INTRODUCTION TO THE SPECIAL PROVISIONS

(*****)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2022 edition (hereafter “Standard Specifications”), as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter. The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) and project-specific Special Provisions. Each Provision included here 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 Standard Specifications section does not apply.

The project-specific Special Provisions are labeled with a series of six asterisks under the header. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 14, 2011 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

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 www.wsdot.wa.gov/partners/apwa/Division_1_page.htm .

DIVISION 1 GENERAL REQUIREMENTS

1-01 DEFINITIONS AND TERMS

Description of Work

(March 13, 1995 WSDOT GSP)

This Contract provides for the construction of the removal of a 4-foot CMP Culvert and installation of 50-foot-long by 14-foot-wide bridge with a raised road, restored streambed and installation of 2 (two) Large Woody Debris (LWD) structures at river-mile 0.3 on Eagle Creek. This work includes but is not limited to: concrete forming and pouring for the bridge footings and stem wall; repaving of existing road surface; temporary improvements to, development of, and restoration of temporary construction access routes; temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; channel and bank excavation; wood acquisition and structure installation; procurement and installation of the bridge as specified and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01.3 Definitions

The heading Completion Dates in Section 1-01.3 and the three paragraphs that follow it are deleted and replaced with the following:

(January 4, 2016 APWA GSP)

1-01.3 Definitions

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Section 1-01.3 is supplemented with the following:

(*****)

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

All references to Engineer and Contracting Officer are equivalent.

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

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for “Contract”.

Contract Time

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

LWD Structure

The terms “LWM Structure”, “LWM Habitat Structure”, “Habitat Structure”, “ELJ”, “LWD Structure”, and “LWD Structure” shall be synonymous, and all refer to the LWM Structures included in the Contract Plans which are to be constructed by the Contractor as part of this Contract.

Notice of Award

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

Notice to Proceed

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

Traffic

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

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Section 1-02.1 is deleted and replaced with the following

(January 24, 2011 APWA GSP)

1-02.1 Qualifications of Bidder

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

Bidders are encouraged to complete the statement of qualifications that provides examples and references for stream restoration projects completed in the last five years which demonstrate the ability to work within permit guidelines for “in water work” which includes diversions, pumping and cofferdams, and/or examples and references for projects completed which involved crossing installation and the placement of large woody debris directly in the stream channel.

1-02.2 Plans and Specifications

Section 1-02.2 is replaced with the following:

(June 27, 2011 APWA GSP)

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

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.

1-02.3 Estimated Quantities

Include as written.

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

Section 1.02.4 is supplemented with the following:

(*****)

An **optional** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on Friday, May 6th, 2022 at 9:30 A.M. Attendees should meet at the project site on Cross Creek Lane. From Leavenworth, WA, travel 2.3-miles on Chumstick Highway and take a right on Eagle Creek Road. After roughly ¼ mile take a right on Cross Creek Lane. A representative from each Prime Contractor that intends to submit a bid is encouraged to attend.

1-02.4(1)General

The first sentence of the last paragraph of Section 1-02.4(1) is revised to the following:

(August 15, 2016 APWA GSP Option B)

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

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

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

completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

1-02.7 Bid Deposit

Section 1-02.7 is supplemented with the following:

(*****)

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

Bid bonds shall contain the following:

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

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

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

(*****)

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.

1-02.9 Delivery of Proposal

(December 19, 2019 APWA GSP, Option A)

Delete this section and replace it with the following:

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

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

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

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

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

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

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

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

1-02.10 Withdrawing, Revising, or Supplementing Proposal

Section 1-02.10 is replaced with the following:

(July 23, 2015 APWA GSP)

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

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and

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

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

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

1-02.12 Public Opening of Proposal

Section 1-02.12 is supplemented with the following:

(*****)

Date of Opening Bids

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

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

The bid opening date for this project is scheduled for Monday, May 16th, 2022. 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

Section 1-02.13 is replaced with the following:

(*****)

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;

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

1-02.14 Disqualification of Bidders

Section 1-02.14 is replaced 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.

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 business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency

will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least 2 business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

1-02.15 Pre-Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

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

Within ***10 (ten)*** calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of ***10 (ten)*** additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

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

1-03.7 Judicial Review

Section 1-03.7 is replaced with the following:

(November 30, 2018 APWA GSP)

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

1-04 SCOPE OF WORK

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

This section is revised to read:

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

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

(March 13, 2012 APWA GSP)

Revise the second paragraph to read:

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

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

1-04.4 Changes

Include as written.

1-04.11 Final Cleanup

Supplement this section with the following:

(*****)

The Contractor shall repair, at no additional cost to the Contracting Agency, any damage to existing

access routes, fences, gates, utilities, structures, and driveways that occurred as a result of activities conducted by the Contractor. All costs associated with performing the final cleanup shall be made incidental to other bid items in the Contract.

1-05 CONTROL OF WORK

1-05.4 Conformity with and Deviations from Plans and Stakes

Add the following new subsection:

1-05.4(1) Contractor Surveying

Primary control shall be established and set by the Engineer or Contracting Agency and survey control data will be provided to the Contractor prior to beginning construction. The AutoCAD Civil 3D files can be made available. The Contractor shall replace stakes set by the Engineer or Contracting Officer at the Contractor's sole expense. The Contractor shall verify the finished grades and alignments which is incidental to those Work items, and provide notes as requested by the Engineer or Contracting Officer. Surveying shall include all labor, equipment, materials, and supervision necessary to perform the work specified, including any checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts. The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers. To Contractor shall ensure a surveying accuracy of within the following tolerances:

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer.

The Contractor shall ensure a surveying accuracy within the following tolerances:

	Vertical	Horizontal
Finished grades	±0.10 feet	±0.25 feet

The Contracting Agency may spot-check the Contractor's surveying. These spot-checks will not change the requirements for normal checking by the Contractor. Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

1-05.4(2) Measurement

No independent unit of measurement shall apply to Surveying; this is incidental to other bid items.

1-05.4(3) Payment

No payment shall be made for surveying. This work is considered incidental to other bid items.

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

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

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

1-05.8 Vacant

Section 1-05.8 is replaced with the following:

(*****)

1-05.8 Required Submittals

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

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

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

1-08.3 Type A Project Schedule

1-10.2(2) Traffic Control Plan

8-01.3 In-Water-Work Area Site Isolation Plan

8-01.3(1)A1 Temporary Erosion and Sediment Control (TESC) Plan

8-01.3(1)C6 Hydraulic Fluid Catalog Cut

8-05.3(1) Temporary Staging Area Plan and Working Drawings

8-05.3(1) Access Road Improvement Plan and Working Drawings

6-03.3(7) Submittals for Steel Structures- Shop Plans

1-05.12 Final Acceptance

Section 1-05.12 is revised to the following:

(*****)

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

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

1-07 Legal Relations and Responsibilities to The Public

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

(April 6, 2020)

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

1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

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

1-07.2(1) State Sales Tax — Rule 171

(*****)

Section 1-07.2(1) is deleted:

1-07.2(2) State Sales Tax — Rule 170

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

(June 27, 2011 APWA GSP)

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

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

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

1-07.2(3) Services

Section 1-07.2(3) is replaced with the following:

(June 27, 2011 APWA GSP)

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

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

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

(*****)

The project area is in Fire Shutdown Zone 675. *Partial hoot owl, Partial shutdowns, and General Shutdowns may come into effect during the operating period of this contract. For a summary of USFS Industrial Fire Precaution Levels, visit: <https://www.dnr.wa.gov/ifpl>

1-07.5 Environmental Regulations

Section 1-07.5 is supplemented with the following:

Environmental Commitments

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

(April 1, 2019)

Section 1-07.5 is supplemented with the following:

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

(August 3, 2009)

Section 1-07.5 is supplemented with the following:

Payment

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

1-07.5(1) General

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

(*****)

Contact with regulatory agencies concerning the permits listed herein, shall be made through the Contracting Agency. The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid Items for the Work involved.

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

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

(*****)

The In-Water-Work-Window for this project occurs from *** July 15th 2022 to October 31st, 2022 ***.

The Contracting Agency has secured a Hydraulic Project Approval (HPA) for this project (Permit #2022-2-20+01) from the Washington Department of Fish and Wildlife. A copy of the HPA is included in Appendix B Permits. All contacts with the Department of Fish and Wildlife

concerning this approval shall be through the Contracting Officer. The Contractor shall, at no expense to the Contracting Agency, comply with all provisions included in the HPA for this project.

When work described in the Contract is to be performed below the ordinary-high water mark (OWHM), within the actively flowing channel of Eagle Creek or any ponded areas directly connected by surface water to Eagle Creek, that work shall be performed during the dates identified in the HPA.

(April 2, 2018)

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

1-07.5(3) State Department of Ecology

Section 1-07.5(3) is revised with the following:

(*****)

In doing the Work, the Contractor shall

1. Comply with Washington State Water Quality Standards.
2. Perform Work in such a manner that all materials and substances not specifically identified in the Contract documents to be placed in the water do not enter waters of the State, including wetlands. These include, but are not limited to, petroleum products, hydraulic fluid, fresh concrete, concrete wastewater, process wastewater, slurry materials and waste from shaft drilling, sediments, sediment-laden water, chemicals, paint, solvents, or other toxic or deleterious materials.
3. Use equipment that is free of external petroleum-based products.
4. Remove accumulations of soils and debris from drive mechanisms (wheels, tracks, tires) and undercarriage of equipment prior to using equipment below the ordinary high-water line.
5. Clean loose dirt and debris from all materials placed below the ordinary high-water line. No materials shall be placed below the ordinary high-water line without the Engineer's concurrence.
6. If applicable, when a violation of the Construction Stormwater General Permit (CSWGP) occurs, immediately notify the Engineer and fill out WSDOT Form 422-011, Contractor ECAP Report, and submit the form to the Engineer within 48 hours of the violation.
7. If applicable, once Physical Completion has been given, prepare a Notice of Termination (Ecology Form ECY 020-87) and submit the Notice of Termination electronically to the Engineer in a PDF format a minimum of 7 calendar days prior to submitting the Notice of Termination to Ecology.
8. If applicable, transfer the CSWGP coverage to the Contracting Agency when Physical Completion has been given and the Engineer has determined that the project site is not vulnerable to erosion.

9. Submit copies of all correspondence with Ecology electronically to the Engineer in a PDF format within four calendar days.
10. When the Contracting Agency has secured a Water Quality Certification permit for Individual Section 401 Clean Water Act permit from Washington State Department of Ecology (Order No. 15778) the Contractor shall comply with all provisions of the order at no expense to the Contracting Agency.
11. All costs to comply with this special provision are incidental to the Contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the Contract.

1-07.6 Permits and Licenses

(January 2, 2018)

Section 1-07.6 is supplemented with the following:

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. Copies of these permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times. Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer, or contracting agency, with the exception of if a Construction Stormwater General Permit is acquired and transferred.

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
Department of the Army Section 404 Nationwide 27	Corps of Engineers Seattle District	TBD
Hydraulic Project Approval	Department of Fish & Wildlife	2022-2-20+01
Section 401 WQ Certification	WA Department of Ecology	TBD

1-07.9 Wages

1-07.9(1) General

(January 6, 2020)

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

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

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

The State Prevailing Wage rates incorporated in this contract are applicable to all construction activities associated with this contract and in effect for Chelan County at the time of Bid Opening. Wage Determinations, prevailing wage rates, and benefit key codes established by the

State of Washington's Department of Labor and Industries are posted and updated at <https://lni.wa.gov/licensing-permits/public-works-projects/prevaling-wage-rates/>.

1-07.13 Contractors' Responsibility for Work

(August 6, 2001)

Section 1-07.13(4) is revised to read

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

1-07.15(1) Temporary Water Pollution/Erosion Control

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.

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.

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.

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.

Reporting and Cleanup

The Contractor's designated person for managing and implementing the SPCC Plan shall report hazardous material spills as follows:

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

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

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(*****)

Utilities onsite are direct bury that run subsurface from Eagle Creek Road, down Cross Creek Lane, connecting to a utility cabinet/ box on the other side of Eagle Creek. The Contractor is responsible for coordinating with all applicable utility service providers for the disconnecting of utilities, installation of temporary utilities, and reconnection to of power post bridge installation. Locations and types of existing utilities shown on the Contract Plans are approximate. The Contractor is responsible for locating all utilities within the project site prior to construction and to protect those utilities during construction. The Contractor shall be held financially responsible to repair any utilities damaged during construction. The cost of repair shall be paid in full by the Contractor to the owner of the utility in question.

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

Call Before You Dig
Northwest Utility Notification Center
1-800-424-5555 (or 811)

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

LocalTel Communications
341 Grant Road
East Wenatchee, WA
509-888-8888

1-07.17(1) Utility Construction, Removal, or Relocation by the Contractor

Include as written.

1-07.18 Public Liability and Property Damage Insurance

Section 1-07.18 is replaced with the following:

(January 4, 2016 APWA GSP)

1-07.18 Insurance

(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

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

the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

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

1-07.18(2) Additional Insured

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

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- Engineer- Waterfall Engineering

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

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

1-07.18(5)C Workers' Compensation

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

(January 4, 2016 APWA GSP)

1-08 PROSECUTION AND PROGRESS

Section 1-08 is supplemented with the following:

(May 25, 2006 APWA GSP)

1-08.0 Preliminary Matters

(October 10, 2008 APWA GSP)

1-08.0(1) Preconstruction Conference

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the 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 establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

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

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

Add the following new section:

1-08.0(2) Hours of Work

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

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

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

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 Officer. These conditions may include but are not limited to:

1. The Contracting Officer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Contracting Officer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Contracting Officer, such work necessitates their presence.
2. 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.
3. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
4. 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.

1-08.1 Subcontracting

(May 30, 2019 APWA GSP, Option B)

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

1-08.4 Prosecution of Work

Section 108.4 is replaced with the following:

(*****)

1-08.4 Notice to Proceed and Prosecution of Work

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 diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

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

1-08.5 Time for Completion

Section 1-08.5 is supplemented with the following:

This project shall begin on or after September 5th, 2022 and be substantially complete by October 31st, 2022. Final project start date shall be determined by the issuance of the Notice to Proceed, which shall be delivered to the contractor upon acceptance of all Contractual and Plan submittals.

The project area is located in Fire Shutdown Zone 675. Partial hoot owl, Partial shutdown, and General Shutdown may come into effect during the performance period of this contract. For a summary of Industrial Fire Precaution Levels visit: <https://www.dnr.wa.gov/ifpl>. No payment shall be made for standby time or delays resulting from natural disasters, including Industrial Fire Precaution Level work restrictions. Overall Performance Period may be extended to reflect delays from natural disasters.

Revise the sixth paragraph to read:

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

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

1-09 MEASUREMENT AND PAYMENT

1-09.9 Payments

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

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

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

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

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

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

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

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

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

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

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(November 30, 2018 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is

asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13 Claims Resolution

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

(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

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

1-09.13(3)A Administration of Arbitration

(November 30, 2018 APWA GSP)

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

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1(1) General

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

*(*****)*

Traffic control will be required for construction vehicles entering and leaving the site onto Eagle Creek Road and Cross Creek Lane. The contractor shall coordinate all traffic control plans with Chelan County and provide appropriate flagging as needed. The determination of when to use temporary traffic control and how to accomplish temporary traffic control shall be the responsibility of the Contractor's. The Contractor shall be responsible to implement temporary traffic control as necessary to meet permit requirements and provide safe working conditions and driving conditions, as described in this section of the Standard Specifications. In addition to the requirements assigned by the previous paragraph, the Contractor shall use a Single Lane Closure or a Short-Term Traffic Stop whenever materials or equipment are delivered.

(January 3, 2017)

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of

Washington. The Traffic Control Supervisor shall be certified by one of the following:

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

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

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

1-10.4 Measurement

Section 1-10.4 is deleted in its entirety and replaced with the following:

(*****)

Temporary Traffic Control is incidental to the project and no separate measurement will be made.

1-10.5 Payment

Section 1-10.5 is deleted in its entirety and replaced with the following:

(*****)

Temporary Traffic Control is incidental to the project and no separate payment will be made.

DIVISION 2 EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

Section 2-01.1 is supplemented with the following:

(*****)

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

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

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

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

2-01.2 Disposal of Usable Material and Debris

Section 2-01.2 is revised to read:

(*****)

The Contractor shall meet all requirements of state, county, and municipal regulations regarding health, safety, and public welfare in the disposal of all debris. The Contractor shall stockpile any materials that meet the requirements for slash as described in section 8-26 including cleared branches, stumps, limbs and other vegetative material cleared during the project, on-site for future use as slash in LWD structures or wood chips as described in the Contract Plans. Removing trees greater than 6-inches in diameter from any portion of the project site requires approval of the Contracting Officer. Disposal of trees greater than 6-inches in diameter shall be as directed by the Contracting Officer. Any encountered debris or unusable vegetative material shall be removed from the site at the contractor’s expense. Following completion of all earthwork and LWD Structure construction, remaining stockpiled material shall be disposed of off-site or chipped and dispersed. The cost of transporting material for stockpiling (once or several times if stockpile needs relocating), transporting stockpiled material to a location for disposal, and disposal shall be made incidental to other bid items. Disposal of cleared material shall take place prior to the application of seed and straw mulch.

2-01.3 Construction Requirements

2-01.3(1) Clearing

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

(*****)

The Contractor shall make every effort possible to adjust temporary access routes shown on the Plans to minimize the removal of riparian vegetation and avoid clearing of any trees greater than

6-inches diameter-at-breast-height (DBH). The contractor will clearly flag or otherwise identify all trees which cannot be avoided and are proposed to be removed as part of clearing efforts. Trees flagged for removal shall be approved by the Contracting Officer. Any vegetation removed for establishing access that meets the requirements for slash as described in section 8-26 shall be stockpiled onsite for incorporation into LWD structures. Any encountered debris or unusable vegetative material shall be removed from the site at the contractor's expense.

2-01.4 Measurement

This section is supplemented with the following:

(*****)

No measurement shall be made for "clearing." Any clearing is incidental to other bid items.

2-01.5 Payment

This section is supplemented with the following:

(*****)

"Clearing" is considered incidental to other bid items. No payment will be made in accordance with Section 1-04.1

2-09 STRUCTURE EXCAVATION

2-09.1 Description

This section is supplemented with the following:

(*****)

This Work shall include, regardless of materials encountered, the excavation and disposal of all material associated with the: removal of the existing roadway fill, including culvert; all streambed excavation and grading necessary to prepare for the placement of the new streambed material; any excavation necessary for the installation of the LWD structures; excavation and backfilling necessary to establish footing and stem wall foundations for the new bridge; procurement and placement of all foundation rock and backfilling material and all other miscellaneous work and materials necessary to prepare for the install of the new bridge, bridge footings and stem walls as shown on the plans.

2-09.2 Materials

This section is supplemented with the following:

(*****)

Crushed Surfacing	9-03.9(3)
Select Borrow	9-03.14(2)

2-09.3 Construction Requirements

This section is supplemented with the following:

(*****)

The Contractor shall excavate the roadway, streambed and stream banks to the lines and grades shown on the Plans and/or as directed by the Engineer or Contracting Agency. Excavation will occur to the extent necessary for removal of the existing culvert, and all associated fill, installation of LWD structures, creation of the new roughened stream channel, and any other work shown on the plans. Foundation for the pre-cast concrete footings and stem wall shall be excavated to grade, and crushed surfacing compacted in 6-inch lifts or as otherwise shown on the plans. Following the installation of the new footings and stem walls, the Crushed Surfacing for backfill shall be hauled, dumped, graded and compacted in 3-inch lifts per the plans. Select borrow shall be placed and compacted in 6-inch lifts until the pre-pavement road grade elevations shown on the plans are met. Final grade for the bridge shall be hand raked to match the slope of the road and/plans. The final layer of crushed surfacing for the bridge shall be sloped to the sides and ends for drainage away from surrounding roadways and structures. Any material placed within 10 feet of the bridge structure shall be compacted with a hand tamper or machine tamper in 4-inch lifts.

Some of the excavated material will be very wet, silty fines and clay; the contractor shall be careful to not over excavate the site. Excavation below finished grades shall be backfilled and compacted at the Contractor's expense. Finish grade shall be within the tolerances listed in Section 1-05.4 of these Special Provisions. The Engineer shall be informed immediately if bedrock is encountered at any point. Trees and large woody debris encountered during the fill removal that do not meet the requirements for use in LWD structures shall be hauled off site at no additional expense to the Contracting Agency.

2-09.3(1) Disposal of Excavated Materials

This section is supplemented with the following:

(*****)

All roadway fill shall be removed and spoiled at an offsite location to be determined by the Contractor at the Contractor's expense. Excavated roadway fill material, including the existing culvert, is estimated at 280 C.Y. Excavated material from the stream channel may be spoiled temporarily onsite and if suitable and free of debris, may be reused and graded to match existing contours if approved by the Contracting Agency or Engineer. Stream excavation is estimated at 50 C.Y. All fill excavated for the purpose of footing and stem wall installation shall be removed and spoiled at an offsite location to be determined by the Contractor at the Contractor's expense.

2-09.4 Measurement

This section is supplemented with the following:

(*****)

No independent unit of measurement shall apply to the lump sum bid item for "Culvert Removal." This shall include all necessary excavation, disposal, stockpiling, handling, regrading and/or transferring of the existing culvert, roadway fill, and stream channel and stream bank material as described above and shown on the plans.

"Crushed Surfacing-Foundation Rock" shall be measured per C.Y of imported and placed material per the plans.

“Crushed Surfacing-Backfill” shall be measured per cubic-yard of imported material installed per the plans.

“Approach Road fill- Select Borrow” shall be measured per cubic-yard of imported material installed per the plans.

“Crushed Surfacing-Road” shall be measured per cubic-yard of imported material installed per the plans.

2-09.5 Payment

This section is supplemented with the following:

(*****)

Full payment for the lump sum bid item, “Culvert Removal” shall include all labor, materials, equipment and other incidentals necessary to complete the work described above and as shown on the plans. No payment shall be made for the action of clearing and/or grubbing, or the general removal and disposal of vegetation, debris or large woody material; this is considered incidental to other bid items.

Payment for “Crushed Surfacing-Foundation Rock” will include the full price for hauling, placing, and compacting crushed surfacing and shall be made per C.Y of imported material necessary to achieve the final design elevations as shown on the plans and directed by the Contracting officer and Engineer.

Payment for “Crushed Surfacing-Backfill” will include the full price for hauling, placing, and compacting crushed surfacing and shall be made per C.Y of imported material necessary to achieve the final design elevations as shown on the plans and directed by the Contracting officer and Engineer.

Payment for “Approach Road fill- Select Borrow” will include the full price for hauling, placing, and compacting select borrow and shall be made per C.Y of imported material necessary to achieve the final design elevations as shown on the plans and directed by the Contracting officer and Engineer.

Payment for “Crushed Surfacing-Road” will include the full price for hauling, placing, and compacting crushed surfacing and shall be made per C.Y of imported material necessary to achieve the final design elevations as shown on the plans and directed by the Contracting officer and Engineer.

DIVISION 5 SURFACE TREATMENT PAVEMENTS

5-04 HOT MIX ASPHALT

5-04.1 Description

This section is supplemented with the following:

(*****)

Once the road and bridge surface elevation meet the final pre-paved grades as shown on the plans, the road surface and bridge surface will be covered with a plant-mixed hot mix (HMA). HMA shall extend on either side of the bridge to meet and smoothly transition to the cut edges and existing grade while protecting transitions to surrounding driveways.

5-04.2 Materials

Include as written.

5-04.3 Construction Requirements

This section is supplemented with the following:

(*****)

The final road surfaces shall meet and match grades and widths shown on the plans. The new pavement shall cleanly match existing pavement and cleanly transition to the new crossing and surrounding drive transitions as directed by the Contracting Agency and/or as shown on the project plans. The Contractor shall cut the existing pavement in the locations shown on the plans and take care to protect transitions and existing pavement during construction. Any damages to existing pavement beyond the cut line that occur as a result of construction activities shall be repaired by the contractor at no additional cost to the contracting agency. Pavement shall cover the bridge and road surface extending the distance necessary to smoothly transition from and match existing grades.

5-04.4 Measurement

This section is supplemented with the following:

(*****)

“Pavement” will be measured per ton of HMA hauled and placed to grade as per the plans. All other work associated with the cutting, preservation and repair of existing pavement is considered incidental.

5-04.5 Payment

This section is supplemented with the following:

(*****)

Payment for the bid item “Pavement” shall be made in full per ton of imported and placed HMA materials per the plans and these special provisions. This includes all labor, materials, equipment, and other incidentals necessary to complete this work. All other work associated with the cutting, preservation and repair of existing pavement is considered incidental to this bid item and no additional payment will be made.

DIVISION 6 STRUCTURES

6-01 GENERAL REQUIREMENTS FOR STRUCTURES

6-01.10 Utilities Supported by or Attached to Bridges

This section is supplemented with the following:

(*****)

This includes all work associated with temporary utility relocation necessary for construction, conduit procurement and attachment to the new bridge and reconnection of utilities in accordance with the plans, standard specifications and these special provisions and under the direction of the applicable utility companies. The contractor shall be responsible for procuring and attaching conduit to the new bridge and to the extent necessary to connect to existing buried conduits as shown on the plans and/or as directed by the utility service providers. The contractor shall coordinate directly with utility companies on the identification and temporary relocation of utilities prior to construction as well as reconnection post construction.

All work required for the temporary relocation of, and permanent reconnection of utilities is incidental to the lump sum bid item for “Utilities” and no independent unit of measurement shall be made.

Payment will be made for “Utilities” as per the bid list. The lump sum payment shall be full compensation for the coordinated identification and temporary relocation of utilities, as well as procurement and installation of all conduit and miscellaneous materials necessary to support the reconnection of permanent utilities. Any roadway or fill removal necessary to expose buried lines is incidental to other bid items.

6-02 CONCRETE STRUCTURES

6-02.1 Description

This section is supplemented with the following:

(*****)

This work includes meeting all requirements associated with the offsite fabrication of concrete footings and stem walls as well as the onsite pouring of concrete to fill and level corrugations on bridge deck as shown on the plans.

6-02.2 Materials

This section is supplemented with the following:

(*****)

All concrete must meet the following specifications and is classified as structural concrete.

Portland Cement	9-01
Crushed Surfacing Base Course	9-03.9(3)
Reinforcing Steel	9-07

Grout

9-20.3

Epoxy bonding agent for surfaces shall be Type II, as specified in Section 9-26.1. Epoxy bonding agent for steel reinforcing bar dowels shall be either Type I or Type IV, as specified in Section 9-26.1. The grade and class of epoxy bonding agent shall be as recommended by the resin manufacturer and approved by the Engineer. Estimated material for Footings and Stem walls is 12 C.Y.

6-02.3 Construction Requirements**6-02.3(1) Classification of Structural Concrete, Class 4000**

This section is supplemented with the following:

(*****)

The contractor shall pre-cast the concrete footings and stem walls off site.

Concrete mix shall have the characteristics as follows:

28-day compressive strength	4000 PSI
Sacks of cement	6 per cubic yard of concrete
Slump, maximum	3.5 inches per ASTM C1 43
Water to cement ratio	0.45

6-02.3(14) A Class I Surface Finish

This section is supplemented with the following:

(*****)

This section applies to all cast in place concrete, and precast concrete. Finish on surface of all concrete shall be a light broom finish.

6-02.3(28)A Shop Drawings

This section is supplemented with the following:

(*****)

Modify the shop drawings submittal address to that of the Contracting Officer as shown on the cover of these specifications. Submittals may be made by email. No precast forms or formwork or concrete cutting shall begin before written approval is provided for the precast shop drawings as submitted. Contractor shall control strength in accordance with 6-02.3 (28)D.

6-02.4 Measurement

This section is supplemented with the following:

(*****)

No unit of measurement shall apply to the lump sum bid item "Footings and Stem walls."

“Concrete-Bridge Deck” shall be measured per C.Y of concrete placed per the plans and these special provisions.

6-02.5 Payment

This section is supplemented with the following:

(*****)

The lump sum payment for “Footings and Stem walls” shall be made for the full price for all equipment, material, and labor necessary for the construction and placement of the footings and stem walls as per the plans and requirements in this section. The payment schedule will be as follows:

1. Fifty percent of the bid amount will be paid following acquisition and delivery of the footings and stem walls.
2. The remaining fifty percent of the bid shall be paid for upon completion of all installation construction activities as per the plans.

Payment for “Concrete-Bridge Deck” shall be made per C.Y and shall include all equipment, material, and labor necessary for the pouring of the concrete to fill the corrugations on the bridge deck as per the plans and requirements in this section.

6-03 STEEL STRUCTURES

6-03.1 Description

This section is supplemented with the following:

(****)

This work consists of procuring and installing a 50-foot long by 14-foot wide steel prefabricated bridge per the plans with all associated backwalls and miscellaneous incidentals necessary for installation of the new bridge per the final plans.

6-03.2 Materials

This section is supplemented with the following:

(****)

The bridge, backwalls and all associated miscellaneous items to assemble the bridge will be procured by the Contractor and/or provided by the Bridge Vendor in accordance with all materials outlined in the standard specs, these special provisions and the final plans. The Contractor shall provide all additional required materials for the project including required conduit per the project plans and section 6-01.10.

6-03.3 Construction Requirements

This section is supplemented with the following:

(****)

The contractor must be on site and is responsible for unloading the bridge and inspecting all the needed materials before unloading. The bridge vendor allows a maximum 2 hour unloading time, and the contractor should plan accordingly. The bridge shall be installed per the plans, manufacturers recommendations, these special provisions and the standard specifications. The contractor shall install and connect all required conduit as shown on the plans and coordinate for reconnection and relocation of temporary utilities post bridge installation as outlined in section 6-01.10.

6-03.3(7) Shop Plans

This section is supplemented with the following:

(****)

The contractor shall have the manufacturer prepare and submit two sets of the following documents for approval by the Chelan County Natural Resources Department and Engineer.

1. Complete design calculations, load rating and shop drawings prepared, stamped and signed by a registered professional engineer in Washington State.
2. Installation, storage and maintenance instructions.
3. The drawings shall have an “accepted for construction” signature block to be signed and dated.

The calculations and drawings shall contain all information required to allow review and acceptance. The minimum drawings size shall be 11 inch by 17-inch sheets. The drawings shall include, but not be limited to, plan, elevation, connection details, rail details, bearing details, and section views of the modular bridge superstructure, related components, dimensions of all components, welding and connection details, and general and specific notes regarding the design and construction. Within 14 calendar days after CCNRD receives the submittals, written acceptance or rejection will be transmitted to the Contractor and Manufacturer.

6-03.4 Measurement

This section is supplemented with the following:

(*****)

No independent unit of measurement shall apply to the lump sum bid item “Bridge Procurement and Installation.”

6-03.5 Payment

This section is supplemented with the following:

(*****)

Payment will be made for “Bridge Procurement and Installation” as per the bid list. The lump sum payment shall be full compensation for all procurement, and construction associated with installation as per the plans. The payment schedule will be as follows:

3. Fifty percent of the bid amount will be paid following acquisition and delivery of the bridge.

4. The remaining fifty percent of the bid shall be paid for upon completion of all installation construction activities as per the plans and manufacturer requirements

DIVISION 8 MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTRL AND WATER POLLUTION CONTROL

8-01.1 Description

This section is supplemented with the following:

(*****)

This work consists of isolating construction activities from the surface waters of Eagle Creek, bypassing flow around the work areas, pumping water out of the isolated work areas, and other work as necessary to allow for completion and inspection of the work while maintaining water quality standards. Except as authorized by project permits, anytime work occurs within the wetted channel, an isolated in-water work area shall be created. Isolated in-water work areas consist of a cofferdam or other acceptable method the keeps surface flow in Eagle Creek separated from turbid water in the active work area and maintains State Water Quality Standards.

The work area may be locally dewatered at rate to allow relatively dry construction and to control turbidity but shall be clearly described in the Contractor submittals and approved by the Contracting Agency. The Contractor shall also prepare and stage any necessary additional materials required to increase the isolation height an additional foot if flow increases dictate an increase in diversion height. Any sediment laden water shall be pumped upland for infiltration; turbid waters shall not be discharged into any portion of any tributary to Eagle Creek. Other methods that provide equal or better isolation and include equal or fewer potential environmental impacts can be requested by the Contractor and will be considered by the Contracting Officer. Alternative methods can be used if approved by the Contracting Officer; however, if an approved alternative method fails to meet the performance requirements of this section, the Contractor shall remove it and replace it in a manner consistent with those described in this section at no additional cost to the Contracting Agency. Once the work area is isolated, the contracting agency will coordinate and/or perform fish salvage within the project area until they have successfully made two complete passes without capture.

8-01.2 Materials

This section is supplemented with the following:

(*****)

The Contractor shall provide all materials necessary to construct in-water work area isolations that meet the requirements of this section and applicable permits and install high visibility fencing in the areas shown on the plans. All materials shall be as detailed in the approved Contractor's Site Isolation Plan. If pumps are used to dewater any portion of the project site, pumps shall have a fish screen with 0.087" max opening in the narrow direction.

Plastic Sheeting

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

Bulk Bags and Sand Bags

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

Bulk bags and/or sand bags may be filled with locally sourced material. 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.

8-01.3 Construction Requirements**8-01.3 (1) General**

This section is supplemented with the following:

(*****)

The Work shall include compliance with Washington State Water Quality Standards in WAC 173-201A, project permits, environmental commitments and these Provisions. The Contractor shall closely coordinate all diversion and site isolation related Work with the Contracting Agency. The water surface varies depending on the time of year and varies from year to year depending on hydrologic conditions of the preceding winter and spring. The Contractor shall closely coordinate all diversion and site isolation related Work with the Contracting Agency. Prior to beginning work in an actively flowing channel, cofferdams shall be installed at or near locations shown on the Contract Plans to isolate the work area from surface flow in the creek. After isolating a particular work area and prior to beginning work, fish must be removed from the isolated area. All work related to removing fish will be performed by the Contracting Agency at no cost to the Contractor. The Contractor shall notify the Contracting Officer a minimum of five (5) working days prior to needing the fish removal services.

Bulk bags or sandbags used to construct cofferdams shall be removed upon completion of work in the isolated work area. The bulk bags and sand bags will remain property of the Contractor and shall be removed from the site as part of the work for this bid item. Isolated work areas shall prevent turbid water created by construction activities from entering any tributary to East Fork Mission Creek. During in-water work, turbidity will be visually monitored in Eagle Creek in accordance with environmental permits obtained by the Contracting Agency.

If turbid water is exiting the isolated work area to the extent that it increases turbidity in Eagle Creek to exceed 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 or remove faulty cofferdams or other in-water work area isolations and replace them with materials and methods that accomplish permit conditions shall be done at no additional cost to the Contracting Agency.

8-01.3 (1)A Submittals

This section is supplemented with the following:

(*****)

Site Isolation Plan Requirements

The Contractor shall submit an In-Water Work Area Isolation Plan to the Contracting Officer and the plan must be approved by the Contracting Officer prior to beginning any in-water work. The plan shall identify the methods and materials used to isolate in-water work area(s). The In-Water Work Area Isolation Plan shall be submitted by the Contractor for approval by the Contracting Agency a minimum of ten (10) working days prior to the beginning of any in-water work. If the Contracting Officer does not approve the submitted plan, the Contracting Officer will provide written documentation explaining the cause for the not approving the plan. The Contractor shall respond to the Contracting Officer's review documentation and resubmit the plan with revisions as necessary. The Contracting Agency reserves the right to postpone commencement of the work, at no cost to itself, due to failure by the Contractor to supply an acceptable In-Water Work Area Isolation Plan.

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

1. Description and Location of the stream diversion and site isolation measures
2. Schedule and Sequence
3. Calculations and Materials
4. Stream Flow Blocking and Dewatering
 - a. Describe how flows will be conveyed through project area without impacting the work area.
 - b. Describe the means by which the height of the upstream diversion can be increased an additional foot within 4 hours in the event that flow increases require an increase in diversion height.
5. Inspection and Maintenance
 - a. Describe how maintenance will be conducted when inspections identify deficiencies in the stream diversion. These include, but are not limited to, removal and disposal of trapped sediment and debris and repairing leaks. The Contractor shall keep a record of all inspections and maintenance of the diversion.
6. Rewatering the Project Area
 - a. Detail how the channel will be rewatered to comply with water quality requirements.
7. Removal of the Diversion

8-01.4 Measurement

This section is supplemented with the following:

(*****)

No independent unit of measurement shall apply for the lump sum bid item for "Site Isolation and Erosion Control" This Work shall include all materials, equipment, labor, and other costs associated with installing, maintaining, and removing all water and erosion control features as per the plans.

8-01.5 Payment

This section is supplemented with the following:

(*****)

Payment will be made for "Site Isolation and Erosion Control" as per the bid list. The lump sum payment shall be full compensation for all installing, monitoring, maintaining and removing all water and erosion

control features as per the plans.

8-05 VACANT

Section 8-05 is replaced with the following:

(*****)

8-05 TEMPORARY TRAFFIC BYPASS, ACCESS AND STAGING

8-05.1 Description

This work encompasses establishing a temporary traffic bypass for landowners to use during construction as well as creating and utilizing temporary staging areas and access points to all locations where project elements are to be constructed. This shall include any necessary grading, decompaction, maintenance, and other work as necessary to establish, maintain, utilize, and restore these areas shown on the plans or as otherwise approved by the contracting officer.

8-05.2 Materials

Material shall meet the requirements of the following sections:

Construction Geotextile	9-33 (Table 7, Woven)
Crushed Surfacing	9-03.9(4)

8-05.3 Construction Requirements

8-05.3(1) Temporary Access Routes

The contractor shall clearly stake the proposed centerline of all portions of temporary cleared access routes. No clearing or trimming of any vegetation is allowed until the staking of the temporary cleared access routes has been approved. The contractor shall regularly monitor all access routes for rutting, erosion, and any other damage. Rutting shall be addressed through placement of bark or wood chip mulch. Any import of bark or wood mulch is incidental to this bid item. It is the sole responsibility of the contractor to ensure that the existing infrastructure and any other personal structures of the landowners are avoided and/or protected. Any damages to personal structures on the property as a result of construction will be the responsibility of the Contractor to repair.

8-05.3(2) Temporary Staging Areas

One primary temporary staging area is shown on the plans and is available for use to store equipment, vehicles, materials, and other supplies during the course of the work; vehicles and equipment may only be staged at the primary staging area shown on the plans. 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. If, during construction, a portion or portions of the staging areas begin to rut, the contractor shall import bark or wood chip mulch to stabilize the rutted area.

8-05.3(3) Temporary Traffic Bypass

Before the culvert and fill is removed, a temporary traffic bypass for residents must be established. A culvert (minimum 2' diameter) shall be placed for the stream under the temporary traffic bypass if not a bridge. The Contractor will be responsible for flagging the proposed temporary traffic bypass route which will then be approved by the Contracting Officer or Engineer. Geotextile fabric will be laid prior to the installation of any imported road surfacing material. No clearing shall begin until this approval has occurred. The Contractor will be responsible for clearing and hauling away any vegetation removed for temporary traffic bypass. Following construction of the new bridge, any installed temporary traffic bypass and all materials associated will be removed from the site and all disturbed areas shall be restored to pre-project condition in terms of grading and surface material.

8-05.4 Measurement

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

No independent unit of measurement shall apply to the lump sum bid item for "Temporary Traffic Bypass"

No unit of measurement shall apply to "geotextile fabric and "crushed surfacing." These are incidental to the lump sum bid item for "Temporary Traffic Bypass."

8-05.5 Payment

Payment for "temporary access and staging" shall be full compensation for all staking, field fit modification, maintenance, and decommissioning of all temporary cleared access routes and staging areas necessary to perform the work included in the bid schedule. Progress payments will be made as follows:

1. Fifty percent of the bid amount will be paid following the staking, review and modification if necessary, and establishment of temporary access routes and staging areas required for those items included in the base bid.
2. An additional fifty percent of the bid will be paid following decommissioning of all temporary access routes and staging areas established to complete work and final approval of work from the contracting agency and engineer.

Payment for "Temporary Traffic Bypass" shall be full compensation for installing, monitoring, maintaining and removing the temporary stream crossing and temporary traffic bypass routes as per the plans. This includes the procurement and placement of all crushed surfacing and procurement and placement of geotextile fabric.

8-15 RIP RAP

8-15.1 Description

This section is supplemented with the following:

(*****)

This work includes furnishing and placing a construction geotextile fabric and riprap to protect the bridge foundation as shown on the plans.

8-15.2 Materials

This section is supplemented with the following:

(*****)

Material shall meet the requirements of the following sections:

Construction Geotextile	9-33 (Table 7, Woven)
Heavy Loose Riprap	9-13.1(1)

8-15.3 Construction Requirements

This section is supplemented with the following:

(*****)

After the slope embankment is constructed on each bank to meet that shown in the plans, a geotextile layer will be laid and covered with riprap. All large stones shall be in contact with each other with all voids filled. Material will be compacted with the excavator bucket to the thickness shown on the plans.

8-15.4 Measurement

This section is supplemented with the following:

(*****)

No measurement shall exist for geotextile fabric, this is considered incidental to other bid items.

Riprap will be measured per C.Y delivered and installed to the dimensions shown on the plans.

8-15.5 Payment

This section is supplemented with the following:

(*****)

No payment shall be issued for geotextile fabric, this is incidental to other bid items.

Payment for “Rip Rap” shall be made per C.Y of material delivered and installed. Payment for this bid item includes all costs associated of procuring, hauling, placing, treating or otherwise disposing of material.

8-19 VACANT

Section 8-19 is replaced with the following:

(*****)

8-19 STREAMBED MATERIALS

8-19.1 Description

This work includes procurement, mixing and placement of all necessary streambed sediments, cobbles and boulders for the construction of the new channel as shown on the plans.

8-19.2 Materials

Material shall meet the requirements of the following sections with actual sizes as shown on the plans.

Streambed Sediment	9-03.11(1)
Streambed Cobbles – 12”	9-03.11(2)
Streambed Boulders – 1 to 2 man	9-03.11(3)

Note: Material must be approved by the engineer before hauling to the site.

8-19.3 Construction Requirements

1. Excavate the channel to grade and dimensions shown on the project plans.
2. The Contractor shall mix streambed sediment, cobbles and boulders in the ratios necessary to create streambed sediments 1, 2 and 3 as shown on the project plans and/or directed by the Engineer or Contracting Officer.
3. The Contractor shall wash fine sediments into channel thalweg to seal bed as directed by Engineer or Contracting Officer. This will require pumping water and flushing fines into the channel bed so water is flowing on the surface. If water is not present in the stream, the Contractor shall use a water truck or other means of imported, clean water to achieve this.

8-19.4 Measurement

“Streambed Sediment” will be measured per cubic yard of material procured, delivered, mixed and installed per the plans and shall include all labor, materials and equipment necessary to do so.

“Streambed Cobbles” will be measured per cubic yard of material procured, delivered, mixed and installed per the plans and shall include all labor, materials and equipment necessary to do so.

“Streambed Boulders” will be measured per each boulder procured, delivered and installed per the plans and shall include all labor, materials and equipment necessary to do so.

8-19.5 Payment

Payment for the bid item “Streambed Sediment” will be made per cubic yard of material procured, delivered, mixed and installed per the plans and shall include all labor, materials and equipment necessary to do so.

Payment for the bid item “Streambed Cobbles” will be made per cubic yard of material procured, delivered, mixed and installed per the plans and shall include all labor, materials and equipment necessary to do so.

Payment for the bid item “Streambed Boulders” will be made per each boulder procured, delivered and installed per the plans and shall include all labor, materials and equipment necessary to do so.

8-21 PERMANENT SIGNING**8-21.1 Description**

Supplement this section with the following:

(*****)

This work includes furnishing and placing two signs for a One Lane Bridge as shown on the plans.

8-21.2 Materials

Material shall meet the requirements of the following sections:

Permanent Signs

9-28

8-21.3 Construction Requirements

Supplement this section with the following:

(*****)

Following the installation of the bridge, the contractor shall furnish and install one sign on either end of the bridge for a One Lane Bridge as shown on the plans.

8-21.4 Measurement

Supplement this section with the following:

(*****)

No measurement shall apply to permanent signage. This is incidental to other bid items.

8-21.5 Payment

No individual payment shall be made for the furnishing and installation of permanent signage. This is incidental to other bid items.

8-26 VACANT

Section 8-26 Vacant is replaced with the following:

(*****)

8-26 LARGE WOODY DEBRIS (LWD) STRUCTURES**8-26.1 Description**

This Work consists of furnishing, handling, temporary staging, and placement of all woody material for construction of 2 (two) LWD structures at the locations, and in conformity with the lines and dimensions shown on the Plans, or as directed by the Contracting Officer or Engineer. Structures shall be placed as staked by the Contracting Officer prior to installation; however, final placement shall be verified and may be adjusted by the Contracting Officer or Engineer.

8-26.2 Materials

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

8-26.2 (1) Woody Material for LWD Structures

All logs with or without rootwads shall come from Douglas Fir, Ponderosa Pine, Western Red-Cedar, or Western Larch trees which have been harvested within the past 24 months. Logs with rootwads shall have a diameter as shown on the Plans, measured at diameter at-breast height (DBH), and defined as 4.5 feet above ground when the tree was standing. Logs without rootwads shall have a diameter as shown on the Plans and measured at the diameter of the largest cut end. Diameter measurements shall not include bark. All woody material shall be free of disease, insect infestation, and rot. Logs shall be No. 4 sawmill grade or better in accordance with the Official Rules of the Pacific Rim Log Scaling and Grading Bureau, Inc, Lacey WA. Certification of log grades will not be required but may be done if poor quality logs are encountered. Split trunks are not allowed. Waterlogged logs will not be accepted. All logs shall generally be straight and free of obvious bends, sweeps or curves; logs may have a maximum curvature of up to 0.2 feet per ten feet of length measured as the departure from the prevailing longitudinal axis of bole to the actual centerline of the bole. Rootwads shall have a diameter that is at least three times the DBH measured from the outer tips of the primary root system, determined as measuring from tip-to-tip through the centerline of the bole from roots which are large enough to support the weight of the log while resting on the ground. The length for logs with rootwads shall be measured from the cut end to the point where the primary root system stops. Slash shall be comprised of tree tops, limbs, branches, and other woody debris with a diameter of no more than 6" inches and length of at least 3 feet. A summary of woody material to be provided, including log types, characteristics and quantities is included in the table below.

Large Woody Debris Complexity Structures Materials		
Items	Total Quantity	Size and Length
Key Rootwad Logs	6 (3 ea.)	10"-15" dbh; 12-15' long
Non-RW Logs	10 (5 ea.)	6"-12" dbh; 12'-15' long
Piles	4 (2 ea)	10" dbh; 10' long
Slash	14 C.Y. (7 ea.)	Branches and limbs <6" diameter

8-26.2 (2) Pile Logs

Pile logs shall be Douglas Fir, Ponderosa Pine, or Western Red Cedar, at a minimum of the lengths and sizes shown on the Contract Plans. They shall be of natural tree stock, generally straight, and free of loose bark. The Contracting Officer will inspect and approve each pile prior to installation by the Contractor.

8-26.2 (2) Miscellaneous Material for LWD Complexity Structures

B7 threaded rod for log connections shall be one-inch nominal diameter with variables lengths as determined in the field to fit specific field conditions and log diameters. Threaded rod shall be secured in place by two appropriately sized hex-nuts on each side of the connection. The top-side

bolted connection will be countersunk to a point where it is flush with the top of the log. Threads will be marred to prevent back-off of the hex-nuts.

Items	Total Quantity	Size and Length
1" B7 Threaded Rod (Pins)	6	1" diameter, length varies
Hex-nut	24	To fit 1" B7 threaded rod

8-26.3 Construction Requirements

8-26.3(1) Material Delivery and Staging

The Contractor shall furnish, and deliver all logs and woody material required to construct LWD structures to the project site. Log delivery shall be coordinated with the Contracting Officer to allow for inspection and approval of all woody material. The Contracting Agency reserves the right to reject and require replacement of woody material which does not meet the requirements of these Special Provisions. Woody material shall be staged in the staging areas shown on the Plans. At all times when logs are being handled, loaded, unloaded, and placed, the Contractor shall exercise care to minimize damage to logs and rootwads. All logs with rootwads shall be handled by grasping the bole of the log; transporting or lifting logs with rootwads by grabbing the rootwad with an excavator bucket or similar equipment can damage rootwads and will not be allowed.

Note: The Contractor must notify the Contracting Officer and the Engineer at least 7 days prior to the delivery of LWD inspection prior to installation. After the channel excavation is complete the Contracting Officer or Engineer will direct the placement of the LWD.

8-26.3(2) LWD Structures

To place each LWD structures, the Contractor may clear the adjacent area of vegetation as approved by the Contracting Officer. The Contractor shall make every effort to minimize vegetation disturbance and any material cleared as part of construction process shall be placed within the structure as slash material. No Work below the Ordinary High-Water Mark shall occur until the Work area has been isolated. The Contractor shall coordinate with the Contracting Agency regarding anticipated scheduling of LWD structure construction with updates to the anticipated schedule provided at least weekly. Excavate as necessary to install each structure at the depths and locations indicated on the Plans. Contractor shall place all piles, logs and slash, as shown in the Plans. If approved by the Contracting Agency or Engineer, piles may be omitted if existing vegetation is sufficient enough to anchor to. If existing vegetation is not sufficient to act as piles for each structure, the Contractor must install piles via the means outlined in section 6-05 and as shown on the plans.

1. After the channel excavation is complete the Engineer will direct the placement of the LWD and piles. Single logs shall be placed as shown on the project plans with top elevation matching the final profile grade. Additional excavation may be required for installation. This excavation is considered incidental to this item.

2. After the LWD is placed wood piles will be driven on the downstream side of the LWD to buttress to a minimum depth of 5 feet. The Contractor shall install piles either via impact or vibratory hammer. The contractor shall ensure piles are straight and installed to depth. Any piles damaged during installation shall be removed and replaced at no additional cost to the Contracting Agency.

8-26.4 Measurement

Measurement for “Large Woody Debris Structures” will be per each structure installed as shown on the Contract Plans. Wood procurement, delivery, handling, staging and placement as well as all other miscellaneous materials needed for the installation of each LWD structure is incidental to this bid item and no unit of measurement shall apply.

8-26.5 Payment

Payment for “Large Woody Debris Structures” will be made per each installed and shall include full compensation for furnishing all labor, necessary materials, tools, equipment and incidentals for completing all work required for installation as described in the Contract Plans, the Standard Specifications, and these Special Provisions. This may include, but is not limited to: placement of logs and woody material; furnishing, hauling, and placement of any additional necessary materials as shown on the Contract Plans; excavation and backfill, compacting backfill, placement of logs and woody material, placement of piles, final grading for a smooth transition, and other work that may be needed. No payment shall be made until the Contracting Officer reviews and approves a completed LWD 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 either the Contracting Officer.

8-27 VACANT

Section 8-27 Vacant is replaced with the following:

(*****)

8-27 RESTORATION**8-27.1 Description**

The work consists of the seeding and mulching of all disturbed ground surfaces; the placement of Geojute Fabric on slopes which drain directly to the stream; final cleanup of the site and removal of all miscellaneous debris from the site as directed by the Contracting Officer or Engineer.

8-27.2 Materials

Seed	9-14.3
Certified Weed Free Straw	9-14.5(1)
Geojute Fabric/ Biodegradable Erosion Control Blankets	9-14.6(2)

8-27.3 Construction Requirements**8-27.3 (1) Seed and Straw Mulch**

Seeding shall be done only after finish grading of surfaces have been completed and ground within areas designated to be seeded is no longer being disturbed. Any seeding areas that have become compacted prior to seeding must be scarified to a depth of (2) inches by acceptable means prior to seeding. Seed mix will be supplied by Contracting Agency and will be brought to the site sealed and with seed labels attached. Seed shall be placed by the Contractor at the manufacturers recommended rate per acre. The seeding surface shall be raked or chained to ensure a friable

surface free of soil clumps larger than 2" in diameter. No fertilizer shall be included in the seed mixes or mulch. After seed is applied and incorporated in the soil, straw mulch shall be applied at a rate of 2,000 pounds per acre, spread evenly through seeding areas at a minimum of 2 inches thick. Straw mulch shall be air-dried and free from undesirable weed seed and coarse material. In windy areas straw must be held in place by using a tackifier or nets.

8-27.3 (2) Geojute Fabric

Geojute fabric shall be applied on all disturbed banks which drain directly to Eagle Creek. Fabric will be provided to the contractor by the Contracting agency and installed by the Contractor. Fabric shall be secured at the top of the slope by staking at 1' spacing into a 6" deep trench then backfilled overtop the fabric edge and stakes. The Contractor should then roll the fabric down to the toe of the slope, fold the fabric end 6" under and install wooden stakes 18" to 24" apart to secure fabric to the ground. All fabric edges should overlap a minimum of 6".

8-27.4 Measurement

No unit of measurement shall apply to the lump sum bid item for "Restoration."

8-27.5 Payment

Payment for the lump sum bid item "Restoration" shall be full compensation of all labor, equipment and materials necessary to prepare for and apply seed, straw mulch, Geojute fabric and any other activities incidental to final site cleanup.

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>

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

HYDRAULIC PROJECT APPROVAL; WDFW

2022-02-20+01



HYDRAULIC PROJECT APPROVAL

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

Issued Date: February 18, 2022
Project End Date: February 01, 2027

Permit Number: 2022-2-20+02
FPA/Public Notice Number: N/A
Application ID: 25085

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Chelan County Natural Resources Department ATTENTION: Hannah Pygott 411 Washington Street, Suite 201 Wenatchee, WA 98801	Chelan County Natural Resources Department ATTENTION: Mike Kaputa 411 Washington Street, 201, 201 Wenatchee, WA 98801

Project Name: Hansen FFPPP Culvert Replacement

Project Description: The purpose of the project is to remove an undersized culvert which is currently a barrier to fish passage at RM 0.3 on Eagle Creek. The culvert will be replaced with a bridge structure that allows for fish passage and conveyance of all stream flows up to the 100-year event. Replacing this culvert with a bridge will provide unimpeded access to the first 0.4-0.5 RM of Eagle Creek and provide additional upstream steelhead spawning and rearing habitat as well as improve fish habitat for other resident and anadromous fish. Thus, this project will directly benefit fish species listed for protection under the Endangered Species Act. Following bridge installation, the site will be replanted with native riparian species to promote natural stream shading and erosion control. Two LWD structures will be installed upstream of the new bridge to aid in habitat complexity and bank stabilization due to the existing migration patterns present on the site. Post culvert removal, the stream channel will be restored under the new bridge as well as extending upstream to accommodate for the current grade changes.

PROVISIONS

TIMING - PLANS - INVASIVE SPECIES CONTROL

1. TIMING LIMITATION: You may begin the project on 02/17/2022 and you must complete the project by 02/01/2027; provided the in-water work window from July 15 through October 31.
2. APPROVED PLANS: You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "Hanson - Eagle Ck - 95 Percent Plans 123121.pdf", dated 01/20/2022, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
3. INVASIVE SPECIES CONTROL: Follow Method 1 for low risk locations (i.e. clean/drain/dry). Thoroughly remove visible dirt and debris from all equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets, and undercarriage) before arriving and leaving the job site to prevent the transport and introduction of invasive species. For contaminated or high risk sites please refer to the Method 2 Decontamination protocol. Properly dispose of any water and chemicals used to clean gear and equipment. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.

NOTIFICATION REQUIREMENTS

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



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date, and the Hydraulic Project Approval permit number. Prior to the pre-construction contractor meeting, you must upload the final dewatering, fish removal, and rewatering plan for the project. Please include details that include: pump discharge locations, energy dissipation methods, fish screening, fish removal and isolation methods, and sequencing.

5. PRE-, DURING, AND POST-CONSTRUCTION NOTIFICATION: You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, one day before dewatering, one day before the removal of cofferdams and temporary bypass, one day before rewatering and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent at least 24-hour in advance, before conducting the inspection.

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

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

STAGING, JOB SITE ACCESS, AND EQUIPMENT

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

9. Remove soil or debris from the drive mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to operating the equipment waterward of the ordinary high water line.

10. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

11. Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated in or near the water.

12. This Hydraulic Project Approval authorizes the construction of new temporary access roads as outlined in approved plans, entitled "Hanson - Eagle Ck - 95 Percent Plans 123121.pdf", dated on 01/20/2022.

13. Locate, design and place new temporary access roads to prevent erosion and sediment delivery to waters of the state.

14. Clearly mark boundaries to establish the limit of work associated with site access and construction.

15. Limit the removal of native bankline vegetation to the minimum amount needed to construct the project.

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

17. Confine the use of equipment to the specific access and work corridor shown in the approved plans.

18. Equipment used for this project may operate waterward of the ordinary high water line, provided the drive mechanisms (wheels, tracks, tires, etc.) do not enter or operate waterward of the ordinary high water line.



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19. If wet or muddy conditions exist, in or near a riparian zone or wetland area, use equipment that reduces ground pressure.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

20. Work in the dry watercourse (when no natural flow is occurring in the channel, or when flow is diverted around the job site).

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

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

23. Straw, mulch, or any other biodegradable materials used for erosion and sediment control, must be certified free of noxious weeds and their seeds.

24. Mulch, slash, and other dense biodegradable materials are required within areas that have been disturbed and are below the height of the OHWM. This is to stabilize fine sediment and prevent it from being eroded into state waters as it can pose a threat to salmonid egg incubation.

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

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

27. Use tarps or other methods to prevent treated wood, sawdust, trimmings, drill shavings and other debris by the bridge installation from contacting the bed or waters of the state.

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

29. Deposit all trash from the project at an appropriate upland disposal location.

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

IN-WATER WORK AREA ISOLATION USING A COFFERDAM STRUCTURE & TEMPORARY BYPASS

31. Use only clean, suitable material as fill material (no trash, debris, car bodies, tires, asphalt, concrete, etc.).

32. Use a cofferdam, dike, or similar structure to exclude water from the work area.

33. Maintain water quality when installing and removing the cofferdam, dike or similar structure.

34. Install the cofferdam, dike or similar structure and remove fish prior to the start of other work in the wetted perimeter. If pumping is required prior to defishing a WDFW approved fish screen is required. Please refer to the attached document " WDFW Fish Screens for Construction Dewatering" dated 9/20/2021.

35. Sequence the work to minimize the duration of dewatering.

36. Isolate fish from the work area by using either a total or partial bypass to reroute the stream through a temporary channel or pipe.

37. Use the least-impacting feasible method to temporarily bypass water from the work area. Consider the physical characteristics of the site and the anticipated volume of water flowing through the work area.

38. Design the temporary bypass to minimize the length of the dewatered stream channel.

39. During all phases of bypass installation and decommissioning, maintain flows downstream of the project site to ensure survival of all downstream fish.



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40. Install a cofferdam or similar device at the upstream and downstream end of the bypass to prevent backwater from entering the work area.
41. Return diverted water to the channel immediately downstream of the work area. Dissipate flow energy from the diversion to prevent scour or erosion of the channel and bank.
42. If the bypass is a pumped diversion, once started it must run continuously until it is no longer necessary to bypass flows. This requires back-up pumps on-site and twenty-four-hour monitoring for overnight operation.
43. The fish screen must remain in place whenever water is withdrawn from the stream through the pump intake.
44. Remove fish screens on dewatering pumps in the isolated work area only after all fish are safe and excluded from the work area.
45. Isolate pump hose intakes with block nets so that fish cannot get near the intake.

FISH LIFE REMOVAL

46. Please submit a final "DEWATERING PLAN" and "FISH REMOVAL PLAN" prior to the pre-construction meeting.
47. All persons participating in capture and removal must have training, knowledge, and skills in the safe handling of fish life.
48. If electrofishing is conducted, a person with electrofishing training must be on-site to conduct or direct all electrofishing activities.
49. If personnel are available, the Washington Department of Fish and Wildlife and affected tribes may help capture and move fish life from the job site.
50. Place block nets upstream and downstream of the in-water work area before capturing and removing fish life.
51. Capture and safely move fish life from the work area to the nearest suitable free-flowing water.

LARGE WOODY DEBRIS (LWD) COMPLEXITY STRUCTURE

52. Place large wood or other materials consistent with natural stream processes waterward of the ordinary high water line as shown in the approved plans.
53. Bury the base of the structure deep enough to prevent undermining.
54. Use fir, cedar, or other coniferous species to construct the log or rootwad fish habitat structure(s).
55. Do not release overburden material into the waters of the state when resloping the bank.
56. Complete all LWD work prior to releasing the water flow to the project area.

CULVERT REMOVAL & BRIDGE INSTALL

57. Remove the culvert in the dry or in isolation from the stream flow by using a bypass channel or culvert, or by pumping the stream flow around the work area. The Washington Department of Fish and Wildlife may grant exception if removing the culvert in the flowing stream reduces siltation or turbidity.
58. Design and construct the bridge to pass water, ice, large wood, and associated woody material and sediment likely to move under the bridge during the 100-year flood flows.
59. Locate the waterward face of all bridge elements including abutments, piers, pilings, sills, foundations, aprons, wing walls, and approach material landward of the ordinary high water line.
60. If excavation or other construction activities take place waterward of the ordinary high water line, isolate the work area from the stream flow (if present) by using a cofferdam, bypass, or similar structure.
61. Minimize damage to the bed and banks when placing bridge stringers.
62. Install and maintain curbs or wheel guards to prevent aggregate or earth-type paving material from entering the stream.



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ROUGHENED CHANNEL

63. The roughened channel is a fishway must be monitored and maintained to ensure it provides continued, unimpeded fish passage. If either becomes a hindrance to fish passage, the owner must obtain an HPA and provide prompt repair.
64. The constructed streambed shall contain sufficient fine material in order to seal sufficiently and prevent subsurface flow.
65. The resulting streambed shall not have vertical drops greater than 0.8 feet within the project area and a maximum velocity of 4 feet per second.
66. The engineer of record (EOR) or a WDFW representative must inspect and approve the new roughened channel before the stream is rewatered to ensure a proper seal of the bed.

DEMOBILIZATION AND CLEANUP

67. Before the end of the in-water work period specified in the "timing limitations" provision, remove all temporary stream crossings and restore the bed and banks to preproject condition.
68. Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent possible.
69. Completely remove any temporary fill before the end of the in-water timing window if the fill material could erode and deliver sediment-laden water into waters of the state.
70. To minimize sediment delivery to the stream or stream channel, do not return in-stream flows to the work area until all in-channel work is completed and the bed and banks are stabilized.
71. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.
72. Return water flow slowly to the in-water work area to prevent the downstream release of sediment laden water. If necessary, install silt fencing above the bypass outlet to capture sediment during re-watering of the channel.
73. Remove non-biodegradable temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.
74. Replace native riparian zone and aquatic vegetation, and wetland vascular plants (except noxious weeds) damaged or destroyed by construction using a proven methodology.
75. Replant the job site with the plant species composition and planting densities defined in "Riparian Planting Plan_Hansen_2022.docx".
76. Complete replanting of riparian vegetation no later than November 30th, after project completion per the approved plan.. Maintain plantings for at least three years to ensure at least eighty percent of the shrub and eighty percent of the tree plantings survive. Failure to achieve the eighty percent survival in year three of either the shrub or tree plantings will require you to submit a plan with follow-up measures to achieve requirements or reasons to modify requirements
77. An annual report of plant survival must be uploaded to APPS ID: 25085 in the Aquatic Protection Permitting System by December 31st of the first full year following initial planting, and by December 31st for the subsequent 2 years post-planting. A field visit with WDFW staff is required to verify the 3 year, 80 percent survival was achieved for the project. To schedule a field visit, please email HPAapplications@dfw.wa.gov.

LOCATION #1:	Site Name: Hansen Culvert Replacement 54 Cross Creek Lane , Leavenworth, WA 98826		
WORK START:	February 18, 2022	WORK END:	February 1, 2027



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<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
45 - Wenatchee		Eagle Creek (lb)			Chumstick Canyon Creek	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
NE 1/4	31	25 N	18 E	47.62641	-120.64073	Chelan
<u>Location #1 Driving Directions</u>						
From the intersection with Highway 2 and Chumstick Highway (Hwy 209) in Leavenworth, go north on Chumstick Hwy for approximately 2.1 miles to the intersection with Eagle Creek Road. Turn right onto Eagle Creek road and head east for approximately 1/4 mile. Cross Creek Lane is on the south side of Eagle Creek Road, on the right-hand side.						

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

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

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

This Hydraulic Project Approval does not authorize trespass.

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

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

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



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

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

APPEALS INFORMATION

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

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



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

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

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

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

Habitat Biologist ken.muir@dfw.wa.gov
Ken Muir 509-670-3291

for Director
WDFW

APPENDIX C: CONTRACT DRAWINGS

https://www.co.chelan.wa.us/files/naturalresources/documents/Final_Project_Manual_Hansen_42122.pdf

APPENDIX D: BRIDGE SPECIFICATIONS

Description of Work:

The work shall consist of design, fabrication and delivery to the project site (see drawings) a portable, steel modular bridge superstructure complete with, guardrail and backwalls. Design drawings of all components are required for approval. A typical with dimensions is shown on the plans. The bridge shall be 50 feet long by 14 feet wide.

Specifications:

Steel bridges must be manufactured in an AISC certified facility. Design requirements per WSDOT Standard Specification 6-03.3 Steel Structures and Federal Highway Administration Requirements 10.2.2 Design Specifications and Guidelines.

1. Bridge Length: 50 feet
2. Bridge Width: 14 feet
3. Load Rating: HS 25
4. Guard rails: Three-beam guide rail with standard flared end sections or similar with continuous illuminators along guard rails.
5. Precast Concrete Foundation Design (4' Wide) and Stem Wall (4' High) **Note: Typical Design Provided in Project Drawings. Construction contractor will form and pour foundation, but bridge vendor shall confirm design.**
6. Assembly bolts as required.
7. Deck: Galvanized steel concrete ready to receive five inches of Asphalt Concrete Pavement.
8. Backwalls on the ends of the Bridge to Support Fill- see Project Drawings.

Design Drawings and Calculations:

The contractor shall have the manufacturer prepare and submit two sets of the following documents for approval by the Chelan County Natural Resource Department and Engineer

1. Complete design calculations and shop drawings prepared, stamped and signed by a Registered Professional Engineer in Washington State.
2. Installation, storage and maintenance instructions.
3. The drawings shall have an "Accepted for Construction" signature block to be signed and dated by the landowners and/or Contracting Agency.

The calculations and drawings shall contain all information required to allow review and acceptance. The minimum drawings size shall be 11 inch by 17-inch sheets. The drawings shall include, but not be limited to, plan, elevation, connection details, rail details, bearing details, and section views of the modular bridge superstructure, related components, dimensions of all components, welding and connection details, and general and specific notes regarding the design and construction.

Within 14 calendar days after the CCNRD receives the submittals, written acceptance or rejection will be transmitted to the manufacturer.

Materials:

All steel and concrete materials shall meet the requirements in the "Standard Specifications for Road, Bridge, and Municipal Construction (current version), WSDOT", Division 6 Structures (6-02 and 6-03).