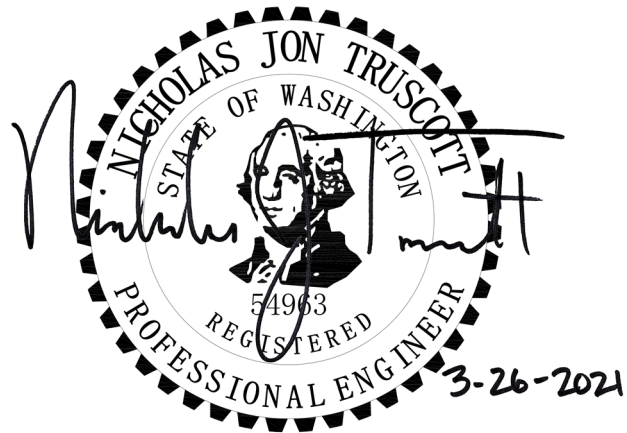


CONTRACT PROVISIONS

MONITOR SIDE CHANNEL RESTORATION

March 2021



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

PAGE LEFT BLANK INTENTIONALLY

Chelan County Natural Resources Department

MONITOR SIDE CHANNEL RESTORATION

Bid Opening: Monday, April 26th, 2021 at 11:00 AM PDT

Notice to All Plan Holders:

Deliver Bid Submission To:

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

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

Contact:

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

Phone: 509-667-6612

Mobile: 509-699-1754

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

PAGE LEFT BLANK INTENTIONALLY

TABLE OF CONTENTS

<u>SECTION TITLE</u>	<u>PAGE NUMBER</u>
BID SUBMITTAL PACKAGE	
BIDDING CHECKLIST	9
BIDDING INSTRUCTIONS	11
INVITATION TO BID	13
BID FORM	15
BID PROPOSAL FORM	19
BID PROPOSAL BOND	21
BIDDER INFORMATION SHEET	23
NON-COLLUSION DECLARATION	25
CERTIFICATION REGARDING DEBARMENT	27
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES	29
CERTIFICATION OF COMPLIANCE PREVAILNG WAGE TRAINING	31
 CONTRACT PACKAGE (to be completed only by successful bidder)	
AGREEMENT	35
PERFORMANCE AND PAYMENT BOND	37
NOTICE OF AWARD	39
NOTICE TO PROCEED	41
CONTRACTOR’S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS	45
CONTRACTOR’S RELEASE OF LIENS	47
CONSENT OF SURETY TO FINAL PAYMENT	49
CERTIFICATE OF SUBSTANTIAL COMPLETION	51
 SPECIAL PROVISIONS	
DIVISION 1 – GENERAL REQUIREMENTS	55
DIVISION 2 – EARTHWORK	84
DIVISION 7 – DRAINAGE STRUCTURES	87
DIVISION 8 – MISCELLANEOUS CONSTRUCTION	95
 APPENDICES	
FEDERAL WAGE RATES	
WASHINGTON STATE WAGE RATES	
PROJECT PERMITS	
CONTRACT DRAWINGS	

PAGE LEFT BLANK INTENTIONALLY

BID SUBMITTAL PACKAGE

PAGE LEFT BLANK INTENTIONALLY

BIDDING CHECKLIST

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

Please check to make sure you have accomplished the following:

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

PAGE LEFT BLANK INTENTIONALLY

BIDDING INSTRUCTIONS

A. BID OPENING

The Chelan County Board of County Commissioners will open sealed bids and publicly read them aloud on Monday April 26th at 11:00 AM PDT or as soon thereafter as the matter may be heard, at the Board of Commissioners Office, Chelan County Administration Building, 400 Douglas Street Suite 201, Wenatchee, Washington, for the construction of Chelan County Natural Resources Project Monitor Side Channel Restoration in Chelan County. Sealed bids must be received by the Clerk of the Board of County Commissioners in a sealed envelope clearly marked “**BID ON MONITOR SIDE CHANNEL RESTORATION**”.

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

B. BID CONTENTS

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

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

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

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

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

C. CLARIFICATION OF BID

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

D. BID BOND

In accordance with Section 1-02.7 of the Special Provisions and the WSDOT Standard Specifications, all bid proposals shall be accompanied by a bid bond, certified check, cashier’s check, made out to Chelan County, or cash in the amount of five percent (5%) of the total bid, conditioned upon the

Bidder's full and complete performance of the terms and conditions of a bid award. The bid bond or equivalent shall be held by Chelan County until acceptable performance and payment bonds and certificate of insurance are provided to Chelan County, and the contract is subsequently fully executed. If the successful bidder abandons the bid award, fails to provide satisfactory performance bond and a certificate of insurance to Chelan County or fails to fully execute the contract, then the bid bond or equivalent shall, in the sole discretion of Chelan County, be forfeited and retained.

E. BID REVIEW AND EVALUATION

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

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

F. CONTRACT DOCUMENTS FOLLOWING AWARD

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

1. Notice of Award - To be executed by the successful Bidder upon receipt of issuance by the Chelan County Board of Commissioners. Issuance of the Notice of Award is expected to take place between 1-6 weeks following the Bid Opening date.
2. Agreement - To be executed by the successful Bidder.
3. Payment and Performance Bond - To be executed by the successful Bidder and the Bidder's Surety Company.
4. Certificate of Insurance - To be executed by the successful Bidder's Insurance Company.
5. Notice to Proceed - To be executed by the successful Bidder upon receipt of issuance by the Chelan County Board of Commissioners.

G. CANCELLATION OR POSTPONEMENT BY COUNTY

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

INVITATION TO BID

Monitor Side Channel Restoration

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, April 26th, 2021 at 11:00 AM PDT for the Chelan County Natural Resources Project, “MONITOR SIDE CHANNEL RESTORATION”.

Chelan County Natural Resources Project: Monitor Side Channel Restoration, Chelan County. This Contract provides for the improvement of fish and aquatic habitat in the Monitor Side Channel which flows parallel to the mainstem of the lower Wenatchee River from approximately River Miles 6.1 to 6.7. The work includes, but is not limited to: temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; water management and dewatering; permanent and temporary improvements of access routes; clearing and salvage of trees and shrubs for use in Engineered Log Jam (ELJ) construction; in-water site isolation, control of in-water turbidity; temporary bridge stream crossing; furnishing materials for and performing construction of ELJ habitat structures; salvage and placement of habitat boulders as identified on the Contract Plans. All work shall be in accordance with the Contract Documents and the 2021 Standard Specifications for Road, Bridge and Municipal Construction, State of Washington, Department of Transportation, and addenda thereto.

An optional Pre-Bid conference walkthrough with representatives from the CONTRACTING AGENCY will be held on site on **Wednesday April 7th at 9:00 A.M.** Potential bidders attending the optional Pre-Bid conference shall anticipate the meeting to be held in an open air, socially distanced environment with all current COVID safety guidelines to be followed. The project site is located within the Wenatchee River, adjacent to Highway 2/97, approximately a mile west of the intersection of Easy Street and the highway outside of Monitor, Washington and is accessible only via Eastbound lanes of Highway 2/97. Project Area access and anticipated staging is a WSDOT parking area located ½ mile past milepost 114. The project area is open to independent examination by prospective bidders at any time.

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

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

All bids shall be marked "MONITOR SIDE CHANNEL RESTORATION" on the outside of the envelope. The Board of County Commissioners reserves the right to reject any or all bids for cause. Dated this 29th day of March, 2021.

BOARD OF CHELAN COUNTY COMMISSIONERS

TIFFANY GERING, COMMISSIONER

ATTEST:

KEVIN OVERBAY, COMMISSIONER

CLERK OF THE BOARD

BOB BURGERT, COMMISSIONER

BID FORM

Monitor Side Channel Restoration

TO: Board of Chelan County Commissioners, Wenatchee, Washington

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

BASE BID						
Item No.	Spec #	Description	Unit	Qty	Unit Price	Total Price
1	1-09.7	MOBILIZATION	L.S.	1		
2	8-19	TEMPORARY ACCESS AND STAGING	L.S.	1		
3	2-01	HIGH VISIBILITY FENCE	L.F.	320		
4	7-06	SITE ISOLATION AND DEWATERING	L.S.	1		
5	8-26	LOG ACQUISITION AND DELIVERY	L.S.	1		
6	8-26	TYPE 1 ELJ CONSTRUCTION	EACH	4		
7	8-26	TYPE 2 ELJ CONSTRUCTION	EACH	2		
8	8-26	TYPE 4 ELJ CONSTRUCTION	EACH	1		
9	8-02	WILLOW TRENCH	EACH	30		
10	8-02	STRAW MULCH	TON	1.6		
11	8-27	BOULDER CLUSTER	EACH	6		
			BASE BID – TOTAL			

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

ADDITIVE ALTERNATE – A1

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

ADDITIVE ALTERNATE – A1						
Item No.	Spec #	Description	Unit	Qty	Unit Price	Total Price
12	8-26	TYPE 3 ELJ	EACH	2		
13	8-26	LOG ACQUISITION AND DELIVERY	LS	1		
			ADDITIVE ALTERNATE – A1 TOTAL			

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

ADDITIVE ALTERNATE – A2

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

ADDITIVE ALTERNATE – A2						
Item No.	Spec #	Description	Unit	Qty	Unit Price	Total Price
12a	8-26	TYPE 3 ELJ	EACH	1		
13a	8-26	LOG ACQUISITION AND DELIVERY	LS	1		
			ADDITIVE ALTERNATE – A2 TOTAL			

The aforementioned sum is hereby designated the Additive Alternate Bid A2. The Additive Alternate Bid A2 shall not include Washington State sales tax. Sales tax will be added prior to Contract execution to determine the Contract Sum and sales tax shall be paid by the CONTRACTING AGENCY with each progress payment.

BASE BID TOTAL	
TOTAL COMBINED BID A1 (BASE BID + ADDITIVE ALTERNATIVE AREA A1 ONLY)	
TOTAL COMBINED BID A2 (BASE BID + ADDITIVE ALTERNATIVE AREA A2 ONLY)	

The aforementioned sums are hereby designated the Base Bid, Total Combined A1, and Total Combined A2. The Base Bid, and Additive Alternatives shall not include Washington State sales tax. Sales tax will be added to the Total Base Bid prior to Contract execution to determine the Contract Sum and sales tax shall be paid by the CONTRACTING AGENCY with each progress payment.

PRINT BIDDER NAME

DATE

SIGNATURE OF PRINCIPAL OR OFFICER

RECEIPT OF ADDENDA

PAGE LEFT BLANK INTENTIONALLY

BID PROPOSAL FORM

To the Chelan County Board of County Commissioners:

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

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

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

The undersigned hereby agrees to the indemnification requirements of Section 1-07.28 of the Special Provisions – Division 1. Submission of this Bid Proposal and entering into a Contract for this Work constitutes acknowledgement by the Contractor that said indemnification requirements are specifically and expressly a part of the Bid process and Contract Negotiations, including Contract waiver of immunity under Industrial Insurance, Title 51 RCW.

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

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

PRINT BIDDER NAME SIGNATURE OF PRINCIPAL OR OFFICER

MAILING ADDRESS CITY STATE ZIP

PRINT NAME OF SIGNATORY TITLE

TELEPHONE FAX

STATE REGISTRATION NUMBER STATE UBI NUMBER

PAGE LEFT BLANK INTENTIONALLY

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:

Monitor Side Channel Restoration: This Contract provides for the improvement of fish and aquatic habitat in the Monitor Side Channel which flows parallel to the mainstem of the lower Wenatchee River. The work includes, but is not limited to: temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; water management and dewatering; permanent and temporary improvements of access routes; clearing and salvage of trees and shrubs for use in Engineered Log Jam (ELJ) construction; in-water site isolation, control of in-water turbidity; temporary bridge stream crossing; furnishing materials for and performing construction of ELJ habitat structures; salvage and placement of habitat boulders. All work shall be in accordance with the attached Contract, the Contract Plans, these Contract Provisions, the 2021 Standard Specifications for Road, Bridge and Municipal Construction issued by the Washington State 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

PAGE LEFT BLANK INTENTIONALLY

BIDDER INFORMATION

PROJECT: Monitor Side Channel Restoration

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

CONTRACTOR:

NAME (Exactly as Registered) _____
TELEPHONE NO.

ADDRESS

CITY _____
STATE _____
ZIP

REGISTRATION NO. _____
EXPIRATION DATE _____
FEDERAL TAX ID _____
UBI NO.

SOLE PROPIERTORSHIP PARTNERSHIP CORPORATION
JOINT VENTURE LLC

PRINCIPALS:

PAGE LEFT BLANK INTENTIONALLY

NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint for free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signed the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1.800.424.9071

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

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

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

PAGE LEFT BLANK INTENTIONALLY

CERTIFICATION REGARDING DEBARMENT



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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

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

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date March 29th, 2021 the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

BIDDER’S BUSINESS NAME

SIGNATURE OF AUTHORIZED OFFICIAL*

PRINTED NAME

TITLE

DATE

CITY

STATE

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

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

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

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

PAGE LEFT BLANK INTENTIONALLY

CERTIFICATION OF COMPLIANCE WITH WITH PREVAILING WAGE TRAINING

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

Online Contractor training is available at

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

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

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

BUSINESS NAME

UNIFIED BUSINESS IDENTIFIER (UBI)

SIGNATURE OF AUTHORIZED OFFICIAL*

PRINTED NAME

**Check one option below and provide details*

Option A Labor and Industries Prevailing Wage Training Completion

L&I Prevailing Wages Training Completion Date

Option B Exemption from Training Requirement

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

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

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

PAGE LEFT BLANK INTENTIONALLY

CONSTRUCTION CONTRACT PACKAGE

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

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2021, by and between Chelan County hereinafter called "CONTRACTING AGENCY" and _____ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the demolition of **Monitor Side Channel Restoration** in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall complete all work indicated on the Drawings prior to September 30, 2021.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ or as shown in the BID schedule (*Not including Washington State Sales Tax*). Washington State Sales Tax will be paid by the CONTRACTING AGENCY on Progress Payment Base amounts at the time of "Contractor's Application for Payment".
5. The CONTRACTOR shall submit applications for payment in accordance with the 2021 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (Standard Specifications). Applications for payment shall be submitted to the CONTRACTING AGENCY.
6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) BIDDING INSTRUCTIONS
 - (B) INVITATION TO BID
 - (C) BID FORM
 - (D) BID PROPOSAL FORM
 - (E) BID PROPOSAL BOND
 - (F) BIDDER INFORMATION
 - (G) NON-COLLUSION DECLARATION
 - (H) CERTIFICATION REGARDING DEBARMENT
 - (I) BONDING AND CLAIMS
 - (J) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
 - (K) PERFORMANCE AND PAYMENT BOND
 - (L) NOTICE OF AWARD
 - (M) NOTICE TO PROCEED
 - (N) CHANGE ORDER(s)
 - (O) ADDENDA:
 - No. ___ Dated _____, 2021
 - No. ___ Dated _____, 2021
 - No. ___ Dated _____, 2021
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Contract in duplicate. The Contract will be effective on _____, 2021.

CONTRACTING AGENCY

CONTRACTOR

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

TITLE (SEAL)

ADDRESS

ATTEST:
Clerk of the Board

TITLE (SEAL)

SIGNATURE

EMPLOYER ID
NUMBER: _____

PRINT NAME

ATTEST:

TITLE

SIGNATURE

PRINT NAME

TITLE

PERFORMANCE AND PAYMENT BOND

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

CONTRACTOR NAME

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

Monitor Side Channel Restoration

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

NOW, THEREFORE, we the CONTRACTOR and

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

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

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

IN WITNESS THEREOF, the said CONTRACTOR and the said surety caused this bond and two (2) counterparts thereof to be signed and sealed by their duly authorized officers, this _____ day of _____, 20__.

PRINCIPAL

BY _____

TITLE _____

ATTEST (If Corporation)

WITNESSES (If Individual or Partnership)

CORPORATE SEAL

BY _____

TITLE _____

APPROVED AS TO FORM

SURETY _____

BY _____

BY _____

(Attorney for _____)

Address of local office and agent of Surety Company is:

NOTICE OF AWARD

DATED _____

TO _____

ADDRESS _____

PROJECT Monitor Side Channel Restoration

The CONTRACTING AGENCY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated Monday, March 29th, 2021, and Information for Bidders.

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

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

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

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

CONTRACTING OFFICER

SIGNATURE

TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____ this _____ day of _____, 2021.

SIGNATURE

TITLE

PAGE LEFT BLANK INTENTIONALLY

NOTICE TO PROCEED

DATED _____

TO _____

PROJECT _____

As your required contractual and work plan submittals have been reviewed and found acceptable you are hereby notified to commence WORK in accordance with the Agreement dated _____, and you are to attain Substantial Completion, as determined by the Contracting Agency, on or before September 30, 2021.

CONTRACTING OFFICER

SIGNATURE

TITLE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ this _____ day of _____, 2021.

SIGNATURE

TITLE

PAGE LEFT BLANK INTENTIONALLY

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

PAGE LEFT BLANK INTENTIONALLY

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

PROJECT: Monitor Side Channel Restoration

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

CONTRACTING AGENCY
 ENGINEER
 CONTRACTOR
 SURETY
 OTHER

STATE OF: WASHINGTON

COUNTY OF: CHELAN

CONTRACT FOR: _____
CONTRACT _____
DATED: _____

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

Exceptions are as follows:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

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

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

CONTRACTOR: _____
ADDRESS: _____

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

 SIGNATURE OF AUTHORIZED
 REPRESENTATIVE

 SIGNATURE OF NOTARY PUBLIC

 PRINTED NAME

 PRINTED NAME OF NOTARY PUBLIC

 PRINTED TITLE

 COMMISSION EXPIRATION DATE

PAGE LEFT BLANK INTENTIONALLY

CONTRACTOR'S RELEASE OF LIENS

PROJECT: Monitor Side Channel Restoration

TO Chelan County

CONTRACTING Natural Resources Department

AGENCY: 411 Washington Street, Suite 201
Wenatchee, WA 98801

CONTRACTING AGENCY

ENGINEER

CONTRACTOR

SURETY

OTHER

STATE OF: WASHINGTON

COUNTY OF: CHELAN

CONTRACT FOR: Construction

CONTRACT

DATED: _____

The undersigned hereby certifies that to the best of their knowledge, information and beliefs, except as listed below, the Releases or Waivers of Lien include all labor, service, and material provided by the CONTRACTOR which has been accepted and paid for by the CONTRACTING AGENCY. This document Releases or Waives Liens by the CONTRACTOR, who has or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the CONTRACTING AGENCY arising in any manner out of the performance of the CONTRACT referenced above.

Exceptions are as follows:

SUPPORTING DOCUMENTS ATTACHED HERETO (as needed):

1. Separate Releases or Waivers of Liens from Subcontractors and equipment and material suppliers, to the extent required by the CONTRACTING AGENCY, accompanied by a list thereof.

CONTRACTOR: _____

ADDRESS: _____

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

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME

PRINTED NAME OF NOTARY PUBLIC

PRINTED TITLE

COMMISSION EXPIRATION DATE

PAGE LEFT BLANK INTENTIONALLY

CONSENT OF SURETY TO FINAL PAYMENT

PROJECT:	<u>Monitor Side Channel Restoration</u>	CONTRACTING AGENCY <input type="checkbox"/>
	Chelan County	ENGINEER <input type="checkbox"/>
TO	Natural Resources Department	CONTRACTOR <input type="checkbox"/>
CONTRACTING	411 Washington Street, Suite 201	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: _____

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

PAGE LEFT BLANK INTENTIONALLY

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Monitor Side Channel Restoration Project

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

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

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

DATE OF ISSUANCE: _____

Project or Designated Portion Shall Include:

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

Definition of Date of Substantial Completion

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

CONTRACTOR BY DATE

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

CHELAN COUNTY COMMISSIONER BY DATE

The responsibilities of the CONTRACTOR for final work items prior to Final Acceptance are as follows:

--

CONTRACT PROVISIONS

PAGE LEFT BLANK INTENTIONALLY

INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2021 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(May 1, 2013 Chelan County GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

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

Division 1 General Requirements

DESCRIPTION OF WORK

(March 13, 1995)

This Contract provides for the improvement of *** fish and aquatic habitat in the Monitor Side Channel which flows parallel to the mainstem of the lower Wenatchee River from approximately River Miles 6.1 to 6.7. The work includes, but is not limited to: temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; water management and dewatering; permanent and temporary improvements of access routes; clearing and salvage of trees and shrubs for use in Engineered Log Jam (ELJ) construction; in-water site isolation, control of in-water turbidity; temporary bridge stream crossing; furnishing materials for and performing construction of ELJ habitat structures; salvage and placement of habitat boulders; seeding, *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01.3 Definitions

(January 4, 2016 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for “Contract”.

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

(*****)

All references to Engineer and Contracting Officer are equivalent.

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

1-02 Bid Procedures and Conditions

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

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

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

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

Section 1-02.4 is supplemented with the following:

(*****)

An optional Pre-Bid conference walkthrough with representatives from the CONTRACTING AGENCY will be held on site on Wednesday April 7th at 9:00 A.M. Potential bidders attending the optional Pre-Bid conference shall anticipate the meeting to be held in an open air, socially distanced environment with all current COVID safety guidelines to be followed.

The project site is located within the Wenatchee River, adjacent to Highway 2/97, approximately a mile west of the intersection of Easy Street and the highway outside of Monitor, Washington and is accessible only via Eastbound lanes of Highway 2/97. Project Area access and anticipated staging is a WSDOT parking area located a half mile past milepost 114. The project area is open to independent examination by prospective bidders at any time.

1-02.5 Proposal Forms

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

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

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal

Section 1-02.6 is supplemented with the following:

(August 3, 2015 WSDOT GSP)

Cumulative Alternates Bidding

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

Bid Proposal

The Bid Proposal includes the following:

1. Base Bid
The Base Bid shall include constructing all items included in the Proposal except those items contained in the Alternate(s).
2. Additive Alternates
 - a. Additive Alternate A1
Based on constructing *** two (2) Type 3 Engineered log jams, and the furnishment of all necessary materials, excluding items contained in the Base Bid. *** The Bid items for Alternate 1 are as listed in the Bid Proposal and in Section 8-26.2.
 - b. Additive Alternate A2
Based on constructing *** one (1) Type 3 Engineered log jam, and the furnishment of all necessary materials, excluding items contained in the Base Bid *** The Bid items for Alternate 2 are as listed in the Bid Proposal and in Section 8-26.2.

Bidding Procedures

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

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

1. Preference 1: Lowest total for Base Bid plus Alternate A1.
2. Preference 2: Lowest total for Base Bid plus Alternate A2.
3. Preference 3: Lowest total for Base Bid.

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

1-02.7 Bid Deposit

Supplement this section with the following:

(*****)

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

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;

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

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

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

1-02.9 Delivery of Proposal

(December 19, 2019 APWA GSP, Option A)

Delete this section and replace it with the following:

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

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

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

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

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

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

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is

received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (UDBE confirmations, or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

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

1-02.10 Withdrawing, Revising, or Supplementing Proposal (July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

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

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

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

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

1-02.12 Public Opening of Proposals

Section 1-02.12 is supplemented with the following:

(*****)

Date of Opening Bids

The bid opening date for this project is Monday April 26th, 2021. Bids received will be publicly opened and read after 11:00 AM Pacific Time on this date.

1-02.13 Irregular Proposals

(December 19, 2019 APWA GSP)

Delete this section and replace it with the following:

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

2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

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

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

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

1-02.15 Pre-Award Information (August 14, 2013 APWA GSP)

Revise this section to read:

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

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

1-03 Award and Execution of Contract

1-03.1 Consideration of Bids (January 23, 2006 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will

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

Supplement this section with the following:

(*****)

Bidders shall anticipate the Contracting Agency awarding the contract to the low bidder who is determined to be Responsive and Responsible approximately between one (1) and six (6) weeks following the bid opening.

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

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

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

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

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

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

performance bonds, each shall be for the full contract amount. The bond(s) shall:

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

1-03.7 Judicial Review

(November 30, 2018 APWA GSP)

Revise this section to read:

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

1-04 Scope of Work

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

(March 13, 2012 APWA GSP)

Revise the second paragraph to read:

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

1. Addenda,

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

1-04.11 Final Cleanup

Supplement this section with the following:

(*****)

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

1-05 Control of Work

1-05.4 Conformity with and Deviations from Plans and Stakes

Add the following new subsection:

1-05.4(1) Contractor Surveying

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

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.

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

1. Establishing or verifying primary horizontal and vertical control and expanding into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of all control to the Contracting Agency. The description shall include coordinates and elevations of all control points.
2. Establish clearing limits, placing stakes or flagging at all angle points and at intermediate points not more than 50 feet apart. The clearing limits shall be as shown in the Plans.
3. Establish the centerline for the temporary access route for the full length of the access route on the island for review and approval.

4. Establish offsets and temporary hubs as necessary at individual ELJ locations to allow for verifying ELJ excavation depths and limits; all hubs shall include a vertical offset to the thalweg elevation in the side channel.
5. For all other types of construction included in the Plans, provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

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

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

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

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

1-05.4(2) Measurement

No unit of measure shall apply to survey Work as described in this section; all such Work shall become incidental to other bid items.

1-05.4(3) Payment

All costs for surveying shall be included in other Contract pay items.

1-05.7 Removal of Defective and Unauthorized Work
(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

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

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

1-05.8 Vacant

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

1-05.8 Required Submittals

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

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

1-07.15 Spill Prevention Control & Countermeasures (SPCC) Plan

1-08.3 Project Schedule

1-10.2(2) Traffic Control Plan

7-06.3(2) Site Isolation Plan

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

8-01.3(1)C6 Hydraulic Fluid Catalog Cut (for eco-oil hydraulic fluid to be used in equipment working in wet)

8-19.3 Temporary Staging Area Plan

8-19.3 Temporary Access Road Improvement Plan

8-19.3 Temporary Bridge Working Drawings

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

Delete the sixth and seventh paragraphs of this section.

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

Revise the second paragraph to read:

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

1-07 Legal Relations and Responsibilities to the Public

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

(April 6, 2020)

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

1-07.2 State Taxes

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

1-07.2 State Sales Tax

Section 1-07.2, is replaced with the following:

(June 27, 2011 APWA GSP)

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

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

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

State Sales Tax — Rule 171

Section 1-07.2(1) is deleted:

State Sales Tax — Rule 170

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

(June 27, 2011 APWA GSP)

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

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

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

1-07.2(3) Services

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

1-07.5 Environmental Regulations

(September 20, 2010)

Section 1-07.5 is supplemented with the following:

Environmental Commitments

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

(April 1, 2019)

Section 1-07.5 is supplemented with the following:

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

(August 3, 2009)

Section 1-07.5 is supplemented with the following:

Payment

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

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

(April 2, 2018)

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

The Contractor may begin Work below the Ordinary High Water Line on *** July 15, 2021 *** and must complete all the Work by *** September 30, 2021 ***.

(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

Add the following text prior to existing text in this section:

The Contracting Agency has submitted an application for a Water Quality Certification permit for Individual Section 401 Clean Water Act permit from Washington State Department of Ecology for this project. The Contractor shall comply with all provisions of the order at no expense to the Contracting Agency. A copy of the permit shall be furnished to the contractor upon issuance.

1-07.5(5) U.S. Army Corps of Engineers

Delete this section and replace it with the following:

The Contracting Agency has submitted an application for a Nationwide Permit 27 for Section 404 Clean Water Act from the Corps of Engineers for this project. The Contractor shall comply with all provisions of the permit at no expense to the Contracting Agency. A copy of this permit shall be furnished to the contractor upon issuance. All contacts with the Corps of Engineers concerning this project shall be through the Contracting Officer.

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 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. The Contractor shall obtain any additional permits, including the Department of Ecology Construction General Stormwater Permit as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
Hydraulic Project Approval	Department of Fish & Wildlife	HPA 2021-2-34+01

1-07.9 Wages

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

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

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

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

Section 1-07.13(4) is revised to read

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-97.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(*****)

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

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

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

PUD No. 1 of Chelan County

P.O. Box 1231
Wenatchee, WA
Jeff Mitchell
(509) 661-4160
(509) 663-8121

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by

- the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.
- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

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

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

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

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

1-07.18(3) Subcontractors

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

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by

that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

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

1-07.18(5)C Workers' Compensation

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

1-08 Prosecution and Progress

1-08.0 Preliminary Matters

Add the following new section:

1-08.0(1) Preconstruction Conference

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

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or

- affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
 4. To establish normal working hours for the work;
 5. To review safety standards and traffic control; and
 6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit prior to the preconstruction conference the following:

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

Add the following new section:

1-08.0(2) Hours of Work

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

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

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

1-08.1 Subcontracting

(May 30, 2019 APWA GSP, Option B)

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

1-08.5 Time for Completion

This project shall be substantially complete by September 30, 2021; additionally, all in-water work shall not commence prior to the opening of the Fish Window (July 15, 2021) and shall be completed no later than the last day of the in-water work window for this project (September 30, 2021). Project start date shall be determined by the issuance of the Notice to Proceed, which shall be delivered to the contractor upon acceptance of all Contractual and Plan submittals.

The project area is located in Fire Shutdown Zone 675. Partial hoot owl, Partial shutdown, and General Shutdown may come into effect during the performance period of this contract.

For a summary of Industrial Fire Precaution Levels visit: <https://www.dnr.wa.gov/ifpl>

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

1-09 Measurement and Payment

1-09.9 Payments

(March 13, 2012 APWA GSP)

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

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

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

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

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

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

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

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

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;

2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(November 30, 2018 APWA GSP)

Revise this section to read:

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

1-09.13 Claims Resolution

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

(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

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

1-09.13(3)A Administration of Arbitration

(November 30, 2018 APWA GSP)

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting

Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

1-10 Temporary Traffic Control

1-10.2 Traffic Control Management

1-10.2(1) General

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

(*****)

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 the Standard Specifications.

1-10.2(2) Traffic Control Plans

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

No traffic control plan is shown in the Plans. The determination of when to use temporary traffic control and how to accomplish temporary traffic control shall be the sole responsibility of the Contractor. 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 the Standard Specifications.

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

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

1-10.4 Measurement

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

No bid item for Project Temporary Traffic Control is included in the bid schedule and therefore no unit of measurement applies.

1-10.5 Payment

Delete Sections 1-10.5(1) through 1-10.5(3) and replace with the following:

No payment shall be made for any costs associated with designing and implementing Contractor identified, or Engineer required, project temporary traffic control measures;

these costs shall become incidental to the Contract.

Division 2 Earthwork

2-01 Clearing, Grubbing, and Roadside Cleanup

2-01.1 Description

This section is revised to read:

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

This section is revised to read:

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

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

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

Following completion of all ELJ construction, stockpiled material shall be disposed of on-site using one of the three methods described below and as directed by the Contracting Officer. The cost of transporting material for stockpiling (once or several times if stockpile needs relocating), transporting stockpiled material to a location for disposal, and disposal using one of the three methods identified below shall be made incidental to the bid item Clearing. All material removed during clearing shall be disposed of on-site.

Disposal of cleared material shall take place prior to the application of seed and straw mulch.

Disposal Method No. 1 – Lop and Scatter

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

Disposal Method No. 2 – Track-Walking

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

Disposal Method No. 3 – Chipping

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

2-01.3 Construction Requirements

This section is revised to read:

The Contractor shall:

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

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

2-01.4 Measurement

This section is revised to read:

No bid item for clearing is included in the Contract and therefore no unit of measure applies.

2-01.5 Payment

This section is revised to read:

No payment shall be made for Clearing as described in this Section. All Clearing performed shall become incidental to other bid items in the Contract.

Division 7

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

7-06 Vacant

Section 7-06 is revised to read:

7-06 Site Isolation and Dewatering

7-06.1 Description

This work shall include designing, installing, operating, maintaining, removing, and disposing of site isolation and stream diversion measures, environmental compliance and other Work as detailed in these Specifications. The Contractor shall implement stream diversion measures to isolate the side channel from surface waters of the Wenatchee River by preventing flow from entering the both the upstream inlet and downstream outlet of the side channel. The Contractor shall install work area isolation measures as necessary to further isolate individual work areas within the side channel, utilizing pumps as necessary to allow for excavation and installation of ELJs within the side channel. Fish exclusion and removal is a necessary component of Site Isolation. The act of fish removal will be carried out by Contracting Agency staff, but shall be adapted to the Contractor's means and methods of physical isolation. As such, the Contractor shall anticipate coordinating closely with the Contracting Agency to facilitate fish removal.

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

7-06.2 Materials

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

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

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

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 sand bags shall be filled with Cofferdam Gravel. 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.

Cofferdam Gravel shall be rounded streambed material suitable for use in bulk bags or sand bags, or imported streambed sediment per Section 9-03.11(1). Sources of onsite cofferdam gravel may be used but must be approved by the Contracting Agency prior to use. Bulk bag and sand bag fill composed of clean, round gravel sourced from on-site may be used in re-grading during the site's restoration phase.

The Contracting Agency has approximately 1,000 Lineal Feet of fish block nets, made up of 50'-100' segments which may be used by the Contractor, if so requested, to assist in site isolation. Use of Contract Agency fish block nets will not release the Contractor from maintaining Water Quality Standards and fish isolation and removal provisions set forth within the contract.

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

7-06.3 Construction Requirements

7-06.3(1) Submittals

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

7-06.3(1)A Plan Requirements

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
 - a. Identify the name of the water body where the stream diversion will be placed. Provide a description of the temporary stream diversion.

- b. Provide drawings showing the location of the stream diversion, including proposed access routes and equipment to be used to construct the diversion.

2. Schedule and Sequence

- a. Provide a sequence of Work, dates, and durations for when the following will occur, in accordance with the in-water work window in the Special Provisions:
 - i. Site Isolation Plan Implementation Meeting.
 - ii. Stream diversion installation.
 - iii. Further isolation and dewatering of individual Work area(s).
 - iv. Fish exclusion (fish removal performed by the Contracting Agency).
 - v. Restoration and stabilization of the temporary stream diversion Work area to prevent erosion.
 - vi. Any relocations of the temporary stream diversion to accommodate the Work sequence (if needed).
 - vii. Channel rewatering.
 - viii. Removal of the stream diversion and isolation components.
- b. Include other Work that needs to be coordinated with the stream diversion (e.g., temporary erosion control).

3. Calculations and Materials

- a. Detail all elements of the temporary stream diversion; including but not limited to pipes, pumps, and other equipment.
- b. Specifications for all materials and equipment to be used as part of the diversion including pump capacities and hose sizes. For example, provide the type, profile, and size of pipe.
- c. Provide the size of fish screens (mesh size and surface area) to be used, in accordance with Section 7-06.3(5) of these Special Provisions.
- d. Provide details on the type of energy dissipation device(s) to be used at proposed dewatering discharge location(s).

4. Stream Flow Blocking and Dewatering

- a. Provide the method(s), including locations and details (narrative and drawings) for blocking both the upstream and downstream (if necessary)

ends of the diversion as well as individual structure isolation if necessary to maintain water quality standards and complete fish exclusion and removal. Describe how minor leakage from upstream and downstream will be addressed.

- b. Identify in detail the manner in which flow to the side channel will be gradually reduced during the coordinated fish removal/side channel dewatering effort and incrementally increased during rewatering so to stay within Water Quality Standards for turbidity.
- c. 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, including the location and preparation of any standby materials necessary for increasing the diversion height.

5. Inspection and Maintenance

- a. Provide the schedule and frequency for inspection of the stream diversion; including weekends and holidays.
- b. Describe how maintenance will be conducted when inspections identify deficiencies in the stream diversion. These include, but are not limited to, removal and disposal of trapped sediment and debris and repairing leaks.
- c. The Contractor shall keep a record of all inspections and maintenance of the stream diversion.

6. Rewatering the Side Channel

- a. Detail how the stream channel will be rewatered to comply with water quality requirements.
- b. Identify scour remediation measures to be employed immediately downstream of the upstream diversion as water is reintroduced to the dewatered side channel.

7. Removal of the Stream Diversion

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

8. Other Work required for the Contractor's temporary stream diversion

7-06.3(2) General

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

The Contractor shall closely coordinate all diversion and site isolation related Work with the Contracting Agency. When referring to Work performed as described in this section the following definitions shall be effective:

Diversion: Refers to the physical means of redirecting or prevent surface flow from entering side channel. Diversion can be achieved through construction of cofferdams or other approved means of physically blocking or otherwise obstructing flow from entering the side channel.

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

Dewatering: Refers to the removal of surface and ground water. Dewatering for this project is anticipated to occur in two steps; first, surface flow into the side channel will be diverted leaving minimal groundwater remaining in the channel; second, pumping at individual Work areas may be necessary to perform and inspect the construction of ELJs as excavation depths extend well below the thalweg of the side channel. Construction of smaller cofferdams within the side channel following the primary dewatering effort is optional and may aid the secondary dewatering effort at individual Work areas; cofferdams at individual Work areas shall be constructed at the Contractor's choosing and shall be completed at no additional cost to the Contracting Agency.

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

Prior to installing the upstream stream diversion, the Contractor shall notify the Contracting Officer a minimum of ten working days prior to beginning the Work. This is to allow the Contracting Agency to schedule adequate staff and equipment to allow for the capture and relocation of fish and other aquatic organisms that are isolated by coffer dams and/or fish block nets. No excavation or associated ELJ construction Work within the limits of the Ordinary High Water Line will be allowed prior to adequate isolation and completion of fish removal activities of the Work area.

7-06.3(4) Dewatering Work Area

Dewatering the side channel (between the upstream and downstream diversion dams) shall occur at a rate slow enough to allow the Contracting Agency to safely capture and relocate all fish species and other aquatic organisms to avoid stranding, as determined by the Contracting Officer. The primary means of dewatering the side channel shall be through placement of an upstream diversion (cofferdam or other approved means). The upstream diversion shall be designed and constructed in such a way that flow rate into the side channel can be gradually reduced; when fully installed the top of the diversion shall have a minimum freeboard of 1 foot over the water surface elevation on the day of installation. The Contractor shall also prepare and stage any necessary additional materials required to increase the diversion height an additional foot if flow increases dictate an increase in diversion height.

A downstream diversion may not be necessary depending on site and flow conditions.

At a minimum, the Site Isolation Plan shall include provisions for preparing and staging all necessary materials to allow for construction of a downstream diversion within 4 hours if required by the Contracting Officer. The determination regarding the need to actually construct the downstream diversion shall be made by the Contracting Officer as the dewatering effort progresses, water quality samples downstream are taken, and to reflect the feasibility of fish removal in accordance with the Contractor's means and methods of isolation. If current or likely future conditions suggest there is a possibility of water entering the site through backwater at the downstream end of the side channel, the Contracting Officer will require the Contractor construct the downstream diversion at the location indicated on the approved Site Isolation Plan. Construction of a downstream diversion, if required, shall not increase the payment due to the Contractor.

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

Following the primary dewatering effort within the side channel, the Contractor may elect to construct additional cofferdams within the side channel at ELJ locations where excavation extends well below the thalweg to ensure compliance with Water Quality Standards. Dewatering of individual excavation shall be performed by pumping if necessary. Water removed from excavations for ELJ installation shall be pumped to an upland area; turbid waters shall not be allowed to discharge to any portion of the actively flowing Wenatchee River.

If pumps are elected to be used as part of the side channel dewatering effort, all pump intakes used for dewatering prior to fish removal shall have an intake covered with a fish screen, operated, and maintained in accordance with RCW 77.57.010 and RCW 77.57.070. Appropriate fish screens are as follows:

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

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

7-06.3(5) Inspection and Maintenance

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

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

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

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

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

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

7-06.3(6) Rewatering the Stream Channel

The Contractor shall notify the Engineer a minimum of 7 calendar days in advance of rewatering the stream channel.

The Contractor shall introduce water to the side channel slowly, gradually increasing the flow rate within the side channel up to the full, natural and unimpeded flow. Rewatering shall be performed in such a way that erosive forces of water flowing into the side channel are dissipated (e.g. placement of temporary energy dissipating boulders at the spillover point where water flows past the upstream diversion) and no substantial change to the channel bed occurs. The upstream diversion shall be designed and constructed in such a way that the flow rate into the side channel can be readily adjusted.

7-06.3(7) Removal of the Temporary Stream Diversion

The Contractor shall notify the Engineer two business days in advance of beginning the temporary stream diversion removal sequence.

Once the water in the new stream channel will meet the applicable turbidity standards the Contractor may begin removal of the temporary stream diversion and open the stream channel to flows.

The Contractor shall immediately take all corrective actions necessary to prevent the water from exceeding the turbidity standards should the stream turbidity increase. All Work within the channel, except for removal of the temporary erosion control items, shall be completed before the temporary stream diversion is removed. The Contractor must finish all construction activities within the limits of the Ordinary High Water Line before the Contracting Agency will remove the fish block nets.

All materials, excluding any gravel salvaged from on-site to fill sand bags or bulk bags, used for the diversion shall become the property of the Contractor and removed from the project limits, with the exception of any materials supplied by the Contracting Agency, unless otherwise specified by the Engineer.

7-06.4 Measurement

No unit of measure shall apply to the lump sum bid item for Dewatering. This Work shall include all materials, equipment, labor, and other costs associated with installing, operating, maintaining, and removing diversion and isolation structures at approved locations, and performing other Work as described in this section to meet contractual and permit provisions.

7-06.5 Payment

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

“Site Isolation and Dewatering”, lump sum.

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

1. Ten percent of the bid amount will be paid following completion of the Site Isolation Plan including resolution of all Contracting Agency review comments.
2. An additional thirty percent of the bid amount will be paid following installation of upstream and downstream stream diversions and complete channel dewatering.
3. The remaining sixty percent of the bid shall be paid for in accordance with Section 1-09.9.

**Division 8
Miscellaneous Construction**

8-02 Roadside Restoration

8-02.1 Description

Supplement this section with the following:

(*****)

Planting (excluding willow trench installation) and seeding will be conducted by others. When straw mulch is required following completion of seeding, the straw mulch shall be furnished and placed by the Contractor as described in this section.

8-02.2 Materials

Supplement this section with the following:

(*****)

Straw Mulch shall meet the requirements of section 9-14.5(1).

Live stake willow cuttings for willow trenches will be provided by the Contracting Agency. The Contractor shall store live cuttings partially submerged in water, preferably in a shady location, until installation.

8-02.3 Construction Requirements

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

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

This section is revised to read:

Seeding and Mulching shall be completed as soon as possible following completion of ground disturbing activities. When environmental conditions are not conducive to satisfactory results, the Contracting Officer may suspend the Work until such time that the desired results are likely to be obtained. If seeding is delayed, the Contractor shall stage all required straw mulch at locations identified by the Contracting Officer.

8-02.3(9)B Seeding and Fertilizing

Supplement this section with the following:

(*****)

All access routes and staging areas on the island that have become compacted prior to seeding shall be scarified to a depth of 6 inches by acceptable means prior to seeding (by others) and application of straw mulch (to be completed by Contractor).

8-02.3(11) Mulch

8-02.3(11)A Mulch for Seeding Areas

Supplement this section with the following:

(*****)

After seed is applied and incorporated in the soil, straw mulch shall be applied at a rate of 2,000 pounds per acre, spread evenly through seeding areas at a minimum of 2 inches thick.

8-02.3(12) Completion of Initial Planting

Supplement this section with the following:

(*****)

Where shown on the Plans, the Contractor shall excavate and install willow trenches as described below. Willow trenches are approximately 6 to 12 feet wide, excavated perpendicular to flow with a depth of approximately 3 feet; each trench shall have a minimum of 3 live stake bundles placed against the downstream face of the trench prior to backfilling. For each willow trench:

1. Mark locations for individual willow trench locations for review and approval by the Contracting Officer. Individual willow trenches shall be installed perpendicular to flow with the streamward edge of the trench at or near the low flow water's edge. Willow trenches shall be spaced at approximately 10 foot spacing measured longitudinally with flow direction.
2. Excavate approved willow trench locations to a depth of approximately 3 feet below the ground surface at the streamward edge of the trench to ensure that the bottom of the trench is well below the low-water elevation. Trench bottom shall be at a constant elevation and shall vary in length from approximately 6 to 12 feet.
3. Create individual live stake bundles by binding 5 to 8 live willow stakes using double wraps of sisal twine or other similar readily biodegradable twine.
4. Place a minimum of three live stake bundles in the trench, resting each bundle against the downstream face of the trench. The bottom of each live stake bundle shall rest on the bottom of the trench, leaving a minimum of 8 inches of the live stake bundle exposed (with tips pointing downstream). Install a dead stout stake through the live stake bundle to help secure it against the downstream face of the trench as shown in the Plans.
5. Backfill the trench in lifts of no more than 1 foot. Water in each lift (apply water to the placed material until thoroughly saturated) and gently compact with the bucket of an excavator or similar means. Ideally, backfill is placed and washed in such that soil is in contact with every live stake in the bundle.

8-02.4 Measurement

Supplement this section with the following:

(*****)

Willow trench will be measured per each.

Straw mulch will be measured by the ton.

8-02.5 Payment

Supplement this section with the following:

(*****)

Payment for "Willow Trench" shall include full payment for all labor, materials, and equipment required to install willow trenches as described in these Special Provisions including appropriate staging of Contracting Agency provided live willow stake cuttings, excavation, creation and placement of live stake bundles, backfilling and watering in of each willow trench.

Payment for "Straw Mulch" shall be full pay for furnishing and spreading straw mulch following seeding activities performed by others; if seeding is delayed until after Final Completion the Contractor shall stage bales of straw mulch at locations identified by the Contracting Officer.

8-19 Vacant

Section 8-19 is revised to read:

8-19 Temporary Access and Staging

8-19.1 Description

This Work encompasses establishing temporary staging locations and access points to all locations where project elements are to be constructed. This shall include any necessary grading, compaction, maintenance, and other Work as necessary to establish, maintain, and utilize the temporary staging areas, access routes, temporary bridges, and temporary log crossings as shown on the Plans or approved alternate routes as approved by the Contracting Officer. Decompaction of the portion of temporary access routes and staging areas within the limits of the island is also included as part of this Work.

8-19.2 Materials

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

Establishment of the temporary access routes shown on the Plans will require filling or otherwise establishing a crossing mechanism to allow equipment and vehicles to safely navigate a portion of the previously established access road which has washed out. The washed-out portion of the access road includes a section of road approximately 75 feet long and is the full width of the access road at this location (approximately 25 feet wide). The Contractor shall be responsible for identifying appropriate means of improving the washed-out portion of the previously established access road and for providing all materials associated with this improvement. Placement of angular rock for this purpose is allowed.

Materials used in improving the washout portion of the access road may be left in place at the completion of the project.

When temporary access routes or staging areas require stabilization to prevent rutting due to the presence of groundwater or weak soils, the Contractor shall utilize bark or wood chip mulch meeting the requirements of Section 9-14.5(3) whenever the stabilization occurs within an area which may become inundated at the 100-year flood. Access routes crossing wetlands are required to be stabilized and lined with high visibility fencing as shown on the plans. The Contracting Officer will determine locations which are subject to inundation at the 100-year flood.

Placement of fill material along sloped areas will require installation of temporary erosion control BMPs; any such BMPs shall meet requirements of applicable sections of these Special Provisions and the Standard Specifications. High visibility fence placed within access routes crossing wetlands on the island shall meet the requirements of Section 8-01.3(9)A3.

8-19.2(2) Temporary Log Crossing Materials

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

8-19.2(3) Temporary Bridge Materials

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

The temporary bridge system may utilize approach ramps constructed from borrow material on-site. Borrow material may not be salvaged from the active channel bed, but can be comprised of materials on exposed gravel bars or upland areas. If the side channel is completely dewatered due to the upstream cofferdam and/or low flows, the temporary bridge may be waived. In this scenario the stream bed would still need to be protected from compaction through the use of temporary log crossings or other means submitted by the Contractor. Wet crossings shall only be permitted to establish and remove the temporary bridge structure or complete stream diversion and may be limited in the total number according to permit conditions. Wet crossings for wood material delivery and general ongoing access shall not be allowed.

8-19.3 Construction Requirements

8-19.3(1) Submittals

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

Temporary Staging Area Plan

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

Access Road Improvement Plan

The Contractor shall develop Type 2 Working Drawings which illustrate the proposed means of improving the washed-out portion of the previously established access road. The drawings shall include a narrative describing the general approach as well as a list of all proposed materials and estimated quantities to be used for the improvement. The narrative shall also indicate whether the Contractor intends to remove or leave in place the improvements as well as the proposed means of obstructing public vehicle access to the island via the Temporary Access Routes.

Temporary Bridge Plan

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

8-19.3(2) Temporary Access Routes

The Contractor shall access the island utilizing a previously established access road which will require improvement at the location of a washout which currently makes safe passage impossible. The Contractor shall implement improvements to the previously established access road as per the approved Access Road Improvement Plan. Use of the previously established access road may require backing up for at least a portion of the length of the route between the island and the upper staging area; the Contractor shall be prepared for this and shall include any additional costs anticipated to be incurred as a result of this limitation in the bid offered. Expansion of the previously established access road to improve maneuverability is not allowed. No grading outside improving the washout is anticipated to be required to establish Temporary Access Routes.

A temporary barrier is shown on Plans near the access point to the previously established access road. The Contractor shall furnish, install, and maintain a temporary barrier as described in the approved Access Road Improvement Plan in such a way that public vehicle traffic is not able to access the Temporary Access Routes when the Contractor is not on-site. The barrier may be removed at the start of each working day and must be reinstalled at the end of each working day.

Temporary Access Routes shown on the Plans shall be field fit to avoid trees and existing vegetation to the extent practicable. The Contractor shall clearly stake the proposed centerline of all portions of access roads on the island including the primary route down the length of the island and secondary spurs off of the primary route out to the side channel for boulder salvage and placement as well as ELJ construction. The Contracting Officer will review the staked route and make adjustments as necessary based on existing site conditions. No clearing or trimming of any vegetation is allowed until the staking of the

Temporary Access Routes has been approved.

Access to certain project elements including boulders for salvage, boulder cluster locations, and ELJs on the left bank will require the establishment and use of Temporary Log Crossings to allow construction equipment to access the streambed and/or left bank of the side channel without undue compaction of the streambed. Temporary Log Crossings shall be utilized any time tracks of an excavator would otherwise sit on the streambed and shall be constructed by placing logs without rootwads flat on the channel bed parallel to one another with spacing adequate to support the full weight of the equipment utilizing the Temporary Log Crossing without compacting the channel bed. If Work is to be completed on the left bank, the log crossing shall be capable of allowing equipment to track across the crossing without its tracks touching the channel bed; outside of the channel bed, equipment can track normally as needed to perform the Work shown. Logs for Temporary Log Crossings shall be removed once the temporary crossing is no longer required.

High visibility fence shall be placed on each side of the Temporary Access Route on the island where it crosses sensitive areas and/or wetlands prior to use of the Temporary Access Route. The Contractor shall regularly monitor the Temporary Access Routes for rutting, erosion, and any other damage. Rutting shall be addressed through placement of bark or wood chip mulch. Prior to demobilization, the Contractor shall decompact all Temporary Access Routes on the island to a depth of at least 6 inches and roughly graded to the approximate original ground line. The Contractor may choose to leave in place, or remove at their own cost, all improvements to the previously established access road in the location of the washout.

8-19.3(3) Temporary Staging Areas

Two Temporary Staging Areas are shown on the Plans and area available for use to store equipment, vehicle, materials, and other supplies temporarily during the course of the Work. The upper staging area sits within the limits of an existing pullout adjacent to Highway 2/97. The limits of this upper staging area shall be clearly and physically obstructed from public traffic which may utilize a portion of the pullout during construction. No physical improvement to the upper staging area is required, but the Contractor may choose to make improvements at their own cost. Staging area will be established in a manner that will prevent contaminants such as petroleum products, hydraulic fluid, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

The lower staging area sits near the downstream end of the island and may be used to temporarily stage equipment, vehicles, and materials necessary for construction. The Contractor shall clearly stake the limits of the lower staging area with lathe at each corner point. The Contractor shall not stage any materials beyond the as-staked approved limits. If, during the course of construction, a portion or portions of the lower staging area begin to rut, the Contractor shall import bark or wood chip mulch to stabilize the rutted area. Following completion of all ELJs, that portion of the lower staging area which has been compacted due to vehicle and equipment traffic shall be decompact to a depth of at least 6 inches and roughly graded back to the approximate original ground line.

8-19.3(4) Temporary Bridge

The temporary bridge system shown on the approved Temporary Bridge Plan shall be

delivered to the project and installed per details in the Working Drawings.

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

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

Once acceptance of all ELJ construction has been granted, the Contractor shall remove all components of the temporary bridge system including replacement of any borrow material for approach ramps.

8-19.4 Measurement

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

8-19.5 Payment

Payment for "Temporary Access and Staging" shall be full compensation for all staking, field fit modification, maintenance, and decompaction of all Temporary Access Routes and Staging Areas on the island and establishment, maintenance, and removal of a barrier to prevent civilian vehicular access to the project site as well as all labor, equipment, and materials necessary to install, maintain, and remove the Temporary Bridge. This shall include establishment, appropriate use, and removal of Temporary Log Crossings to access portions of the Work in the side channel and along the left bank of the side channel. Payment also includes full pay for all labor, equipment, and materials required to complete the Work included in the approved Access Road Improvement Plan and Temporary Bridge Plan and all requirements of this section. The Contractor may request payment for half of the lump sum bid price following improvement of the washout on the previously established access road and establishment of the primary Temporary Access onto the island via Temporary Bridge based on approved staking; payment for the balance of the lump sum bid price will be made when physical completion is achieved, and all access routes are decommissioned.

8-26 Vacant

Section 8-26 is revised to read:

8-26 Engineered Log Jams

8-26.1 Description

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

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

8-26.2 Materials

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

8-26.2(1) Woody Material for ELJs

All logs with or without rootwads shall come from Douglas Fir, Ponderosa Pine, Western Red-Cedar, or Western Larch trees which have been harvested within the past 24 months. 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.



Figure 1. Example of where to measure rootwad diameter.

Logs which are to be used for posts (type RD-3P, RD-3Pb) shall come only from Douglas Fir trees and shall have a minimum DBH of 20 inches not including bark.

Logs used as racking material shall be individual logs with or without rootwads, meeting the length and diameter requirements described in this section. Racking logs shall have a diameter between 6 – 12 inches and a length of 20 – 40 feet. When required on the plans, racking logs to be used in a racking bundle shall be a consistent length of 30 feet +/- 1 foot. The Contractor shall supply racking material with varying diameters and lengths (except those pieces to be used for racking bundles). The Contractor shall ensure that racking material diameter varies such that and at least 10 percent and no more than 50 percent of the total number of racking pieces falls within the following categories:

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

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

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

Slash shall be comprised of tree tops, limbs, branches, and other woody debris with a diameter of 1-3 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.

Base Bid Quantities (4) Type 1 structures, (2) Type 2 structures, (1) Type 4 structure				
Log Type	Diameter/DBH (inches)	Length (ft)	Rootwad (Y/N)	Quantity
RD-4	20-22	40	Y	18
RD-3P/RD-3Pb*	20-22	30	Y	35
RE-3	16-18	30	Y	21
E-25	16-18	25	N	1
E-3	16-18	30	N	16
Racking Bundle	4 ft diameter bundle	30	N	7
Racking**	6-12	20-40	Y/N	410
Slash	1-3	Varies	N	130 CY
Alternative A1 Quantities (2) Type 3 structures				
Log Type	Diameter/DBH (inches)	Length (ft)	Rootwad (Y/N)	Quantity
RD-4	20-22	40	Y	
RD-3P/RD-3Pb*	20-22	30	Y	6
RE-3	16-18	30	Y	10
E-25	16-18	25	N	
E-3	16-18	30	N	6
Racking Bundle	4 ft diameter bundle	30	Y/N	2
Racking**	6-12	20-40	Y/N	80
Slash	1-3	Varies	N	30 CY
Alternative A2 Quantities (1) Type 3 structure				
Log Type	Diameter/DBH (inches)	Length (ft)	Rootwad (Y/N)	Quantity
RD-4	20-22	40	Y	
RD-3P/RD-3Pb*	20-22	30	Y	3
RE-3	16-18	30	Y	5
E-25	16-18	25	N	
E-3	16-18	30	N	3
Racking Bundle	4 ft diameter bundle	30	Y/N	1
Racking**	6-12	20-40	Y/N	40
Slash	1-3	Varies	N	15 CY

*Log types RD-3P and RD-3Pb have the same physical requirements, the 'b' indicates a batter post to be installed non-vertically.

**The number of racking pieces listed is not inclusive of the pieces required for construction of racking bundles (approximately 22 pieces of racking material are estimated to be required for each racking bundle).

8-26.2(1)A Marking of Woody Material

All woody material (excluding racking material and slash) shall be indelibly marked with high visibility spray paint at a minimum of two locations: one on the bole of the log and one at the cut end of the log. Logs to be used as posts (Type RD-P3/RD-P3b) shall be marked with a unique color which varies from all other markings used to identify log type. Individual racking pieces do not require marking.

8-26.2(2) Miscellaneous Material for ELJs

Threaded rod for bolted connections shall be one-inch nominal diameter ASTM A307 Grade A with variable lengths as determined in the field to fit specific field conditions and log diameters. Threaded rod shall be secured in place by six-inch square steel plates used as washers and a nut on each side of the connection.

Chain used for boulder collars shall be Grade 70 or better ½-inch chain with a minimum working load limit of 11,300 pounds. The Contractor may choose to construct boulder collars using shoulder eye bolts, epoxy, and appropriate shackles or the Contractor may elect to drill completely through boulders, looping chain around each boulder and connecting with a shackle or quick link; both options for boulder collar construction are illustrated in the Plans. All hardware for chain connections shall have a minimum working load limit that meets or exceeds the working load limit of the chain used and all hardware connections shall be compatible. If eye bolts are used, the eye bolts shall be galvanized steel forged shoulder eyebolts with a minimum nominal shank diameter of one-inch and a minimum 6-inch shank length.

Epoxy used for eyebolt connections shall be Hilti Hy-200R, or approved equal capable of achieving a minimum bond strength of 10,000 pounds utilizing the hardware chosen by the Contractor.

Boulders for boulder collars shall be Three man or Four man streambed boulders meeting the requirements of Section 9-03.11(3). No individual rock shall weigh less than 2,500 pounds or exceed 3,500 pounds.

Manila rope used to lash racking bundles shall have a nominal diameter of one-inch.

8-26.3 ELJ Construction

8-26.3(1) Material Delivery and Staging

The Contractor shall furnish, and deliver all logs, woody material, boulders, and hardware required to construct ELJs 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 at one of the staging areas shown on the Plans or another location approved by the Contracting Officer.

At all times when logs are being handled, loaded, unloaded, and placed, the Contractor shall exercise care to minimize damage to logs and rootwads. All logs with rootwads shall be handled by grasping the bole of the log; transporting or lifting logs with rootwads by grabbing the rootwad with an excavator bucket or similar equipment can damage rootwads and will not be allowed. A log loader with an articulating grapple hook or excavator bucket with an articulating bucket is recommended, but not necessary for handling and placing logs.

Boulder collars may be assembled on-site using raw materials or assembled off-site and delivered to the project site in complete collars. If boulder collars are constructed on-site, drilling boulders, epoxy application and curing shall be conducted at the upper staging area only. Regardless of assembly location, when complete each boulder collar shall be clearly marked with the total weight using spray paint. Every assembled boulder collar shall be lifted to ensure appropriate construction, bonding, and secure connections prior to placement.

8-26.3(2) Boulder Collar Construction

The Contractor shall weigh all boulders individually prior to assembly of individual boulder collars. Individual weights shall be marked on each boulder to allow for proper pairing of boulders to achieve specified total boulder collar weight. Each fully assembled boulder collar shall weigh a minimum of 5,000 pounds and shall not exceed 6,500 pounds. Whenever possible, use similar sized boulders for boulder collar construction.

Chain lengths between individual boulders shall vary depending on specific field conditions; chain lengths are anticipated to range from 4 to 6 feet. The Contractor shall adjust chain length for individual boulder collars as needed to ensure tension is applied to chain when placed within the ELJ; boulder collars placed with slack are not acceptable and shall be modified appropriately by the Contractor at no additional cost to the Contracting Agency.

8-26.3(2)A Boulder Collars with Shoulder Eyebolts and Epoxy

Should the Contractor elect to utilize shoulder eyebolts epoxied into boulders for boulder collar assembly, the following steps shall be taken:

1. Thoroughly clean all eyebolt bond surfaces. If necessary, clean with acetone and allow to fully dry.
2. Locate a flat surface on the boulder and use rotary hammer to drill pilot hole into boulder perpendicular to the surface of the boulder and to the specified minimum depth.
3. Thoroughly clean the drill hole by first using compressed air to blow out dust from drilling pilot hole. Next, use a wire brush to further clean the drill hole, loosening up any remaining dust; wire brush shall resist installation into drilled hole. Lastly, use compressed air again to blow all remaining dust from the drill hole. No dust shall be detectable on visual or physical inspection. If dust is detectable, epoxy will not bond properly and cleaning steps need to be repeated.
4. Dry fit the eyebolt into the pilot hole, testing for appropriate drill depth. If adequate depth has not been achieved to allow for the shoulder of the eyebolt to rest flush on the surface of the boulder then drill additional depth as needed and repeat cleaning and depth testing procedures.
5. Add epoxy to the pilot hole per manufacturer instructions. The volume of epoxy added shall be such that when inserted fully a small amount of epoxy oozes out of the top of the pilot hole
6. Allow epoxy to cure fully prior to handling and testing.
7. Test rock collar by lifting off the ground and ensuring proper bonding. Weigh each boulder collar and clearly identify assembled weight on the completed boulder collar.

8-26.3(2)A Rock Collars with Drilled Holes

Should the Contractor elect to construct boulder collars by drilling holes through

selected boulders, the boulder collars shall be constructed such that:

1. Holes are drilled entirely through each boulder to allow for chain to pass through drilled hole without catching or binding.
2. Boulders remain structurally sound (i.e., free of obvious cracks or defects from the drilling process) such that boulders remain whole when assembled collar is lifted for testing.
3. Weight the completed boulder collars and mark the assembled weight on each completed collar.

8-26.3(3) Excavation and ELJ Material Placement

The Contractor shall place specified materials in accordance with design specifications for each ELJ. This includes placement of excavated posts, logs, racking material and slash, as well as mechanical connections as shown on the Plans. Equipment operated in water or otherwise within the banks of the side channel shall have environmentally acceptable hydraulic fluids meeting the requirements of Section 8-01.3(1)C6.

Placing woody material as shown on the Plans requires careful manipulation of provided material. While possible to construct ELJs using tracked excavators, specialized equipment and/or adaptors such as log loaders, grapples, or articulating buckets and heads can ease constructability. The Contractor is encouraged to carefully examine the Plans and utilize equipment best-suited for construction of ELJs. Difficult construction conditions shall not be grounds for additional compensation as part of this Contract.

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

The Contractor shall assemble racking bundles as shown on the Plans. Racking bundles shall measure 4 feet in diameter +/- 0.5 feet and shall be secured with manila rope at a minimum of three locations as shown on the Plans.

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

Excavate as necessary to install rootwad posts at the depths and locations indicated on the Plans. When shown on the Plans, Contractor shall excavate a scour pool; the exact timing of the scour pool may be modified from the sequence shown in the Plans provided the Contractor can excavate the pool as shown without disturbing previously placed logs or racking material. Excavated material shall temporarily be staged in an upland area adjacent to the Work area. Contractor shall place all logs, racking material, rock collars, slash, and mechanical connections as shown in the Plans. Excavated material shall be sequentially placed as shown in the Plans. Backfilled material shall be placed in lifts of not

more than 18 inches and compacted with the bucket of an excavator or similar means. Excess backfill material shall be incorporated into the lee of the ELJ as directed by the Contracting Officer. Following completion of the ELJ, post tops shall be shortened using one of the methods shown in the Plans. Material generated from post shortening shall be incorporated into the structures.

8-26.4 Measurement

Measurement for ELJs will be per each ELJ installed.

No unit of measure shall apply to the lump sum bid item for log acquisition and delivery.

8-26.5 Payment

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

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

“ELJ – Type 1”, per each.

“ELJ – Type 2”, per each.

“ELJ – Type 3”, per each.

“ELJ – Type 4”, per each.

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

8-27 Vacant

Section 8-26 is revised to read:

8-27 Boulder Clusters

8-27.1 Description

This Work consists of salvaging boulders from upland areas within the project area and placing them within the dewatered side channel to form boulder clusters as shown in the Plans.

8-27.2 Materials

Boulder shall be salvaged from upland areas of the project site. In the event that sufficient boulders cannot be located for salvage on-site, the Contractor shall import boulders. Imported boulders for boulder clusters shall meet the requirements of Section 9-03.11(4); half of the imported boulders shall be three man and half shall be four man.

8-27.3 Construction

The Contracting Officer shall aid the Contractor in identifying boulders on-site which are suitable for salvage and placement. In general, boulders to be salvaged are located near the upstream end of the island and in close proximity to the anticipated route of the primary Temporary Access Route on the island and can be reached with minimal disturbance and effort. Salvage of boulders which require extensive clearing or establishment of more than 100 feet of Temporary Access Routes to reach will not be considered acceptable candidates for salvage.

The Contractor shall salvage boulders with the least ground disturbance possible. Any depressions in the existing ground surface as a result of boulder salvage shall be graded smooth to the extent practicable.

Salvaged boulders shall be placed in boulder clusters as shown in the Plans; exact locations of boulder clusters and the layout of individual boulders will be decided in the field by the Contracting Officer; boulder cluster locations are not anticipated to be shifted more than approximately 50 feet.

Each boulder within a cluster shall be partially embedded in the side channel bed. The Contractor shall excavate a depression approximately half the boulder diameter and then place the boulder in depression, pressing on the top of the boulder with steady pressure from the bucket of an excavator. Excavated material from the streambed shall be backfilled around the boulder to bring the channel as close to the original ground line as possible. Backfilled material shall be firmly pressed into place with the bucket of an excavator. Embed each boulder between 30 to 60 percent of the average diameter. Boulder clusters shall include 4 – 5 boulders installed in this manner; in total, 28 boulders are anticipated to be salvaged and placed for boulder cluster construction.

8-27.4 Measurement

Boulder clusters shall be measured per each cluster installed.

8-27.5 Payment

Payment for “Boulder Cluster” shall be full pay for all equipment, labor, and materials required to salvage, temporarily stockpile, and install boulder clusters as described in these Special Provisions. Payment for 4-boulder and 5-boulder clusters shall not vary.

In the event that sufficient boulders for salvage cannot be located on-site, payment for import of additional boulders shall be per Section 1-04.4.

Division 9 Materials

(January 13, 2021)

Standard Plans

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

The Standard Plans are revised as follows:

A-50.10
DELETED

A-50.20
DELETED

A-50.30
DELETED

A-50.40
DELETED

B-90.40
Valve Detail – DELETED

C-1a
DELETED

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

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

C-8b
DELETED

C-8e
DELETED

C-8f

DELETED

C-16a
DELETED

C-20.10
The following table is added:

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

C-20.11
DELETED

C-20.19
DELETED

C-40.16
DELETED

C-40.18
DELETED

C-80.50
DELETED

C-85.14
DELETED

C-85.15
SECTION B detail, the callout reading "ANCHOR BOLT (TYP.) ~ SEE DETAIL, STANDARD PLAN C-8b", is revised to read "ANCHOR BOLT (TYP.) ~ SEE DETAIL IN PLANS".

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

D-2.14
DELETED

D-2.16
DELETED

D-2.18
DELETED

D-2.20
DELETED

D-2.42
DELETED

D-2.44
DELETED

D-2.46
DELETED

D-2.48
DELETED

D-2.82
DELETED

D-2.86
DELETED

D-10.10
Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15
Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.30
Wall Type 5 may be used in all cases.

D-10.35
Wall Type 6 may be used in all cases.

D-10.40
Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45

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

D-15.10

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

D-15.20

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

D-15.30

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

G-20.10

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

H-70.20

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

H-70.30

DELETED

J-10.16

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

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

J-10.17

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

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

J-10.18

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

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

J-20.26

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

J-20.16

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

J-21.10

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

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

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

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

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

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

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

J-21.15

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

J-21.16

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

J-22.15

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

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

J-28.60

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

J-40.10

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

J-40.36

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

J-40.37

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

J-75.20

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

J-81.10

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

L-40.10

DELETED

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

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

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

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

C-1.....9/9/20	C-20.42-05.....7/14/15	C-70.10-02.....9/16/20
C-1b.....9/9/20	C-20.45.02.....8/12/19	C-75.10-02.....9/16/20
C-1d.....10/31/03	C-22.16-07.....9/16/20	C-75.20-02.....9/16/20
C-2c.....8/12/19	C-22.40-08.....9/16/20	C-75.30-02.....9/16/20
C-4f.....8/12/19	C-22.45-05.....9/16/20	C-80.10-02.....9/16/20
C-6a.....10/14/09	C-23.60-04.....7/21/17	C-80.20-01.....6/11/14

C-7.....6/16/11	C.24.10-02.....8/12/19	C-80.30-01.....6/11/14
C-7a.....6/16/11	C-25.20-06.....7/14/15	C-80.40-01.....6/11/14
C-8.....2/10/09	C-25.22-05.....7/14/15	C-85.10-00.....4/8/12
C-8a.....7/25/97	C-25.26-04.....8/12/19	C-85.11-01.....9/16/20
C-20.10-06.....9/16/20	C-25.30-00.....6/28/18	C-85.15-01.....6/30/14
C-20.14-04.....8/12/19	C-25.80-05.....8/12/19	C-85.16-01.....6/17/14
C-20.15-02.....6/11/14	C-60.10-01.....9/24/20	C-85.18-01.....6/11/14
C-20.18-03.....8/12/19	C-60.20-00.....9/24/20	C-85.20-01.....6/11/14
C-20.40-07.....8/12/19	C-60.30-00.....9/24/20	
C-20.41-02.....8/12/19	C-60.70-00.....9/24/20	

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

D-2.36-03.....6/11/14	D-3.10-01.....5/29/13	D-10.30-00.....7/8/08
-----------------------	-----------------------	-----------------------

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

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

F-10.12-04.....9/24/20	F-10.62-02.....4/22/14	F-40.15-04.....9/25/20
------------------------	------------------------	------------------------

F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-03.....6/29/16
F-10.18-02.....9/24/20	F-30.10-04.....9/25/20	F-45.10-02.....7/15/16
F-10.40-04.....9/24/20	F-40.12-03.....6/29/16	F-80.10-04.....7/15/16
F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	

G-10.10-00.....9/20/07	G-25.10-05.....9/16/20	G-95.10-02.....6/28/18
G-20.10-02.....6/23/15	G-26.10-00.....7/31/19	G-95.20-03.....6/28/18
G-22.10-04.....6/28/18	G-30.10-04.....6/23/15	G-95.30-03.....6/28/18
G-24.10-00.....11/8/07	G-50.10-03.....6/28/18	
G-24.20-01.....2/7/12	G-90.10-03.....7/11/17	
G-24.30-02.....6/28/18	G-90.11-00.....4/28/16	
G-24.40-07.....6/28/18	G-90.20-05.....7/11/17	
G-24.50-05.....8/7/19	G-90.30-04.....7/11/17	
G-24.60-05.....6/28/18	G-90.40-02.....4/28/16	

H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-01.....2/7/12
H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-01.....2/16/12
H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	

I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
I-30.10-02.....3/22/13	I-30.30-02.....6/12/19	I-50.20-01.....6/10/13
I-30.15-02.....3/22/13	I-30.40-02.....6/12/19	I-60.10-01.....6/10/13
I-30.16-01.....7/11/19	I-30.60-02.....6/12/19	I-60.20-01.....6/10/13
I-30.17-01.....6/12/19	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16

J-10.....7/18/97	J-28.40-02.....6/11/14	J-60.13-00.....6/16/10
J-10.10-04.....9/16/20	J-28.42-01.....6/11/14	J-60.14-01.....7/31/19
J-10.12-00.....9/16/20	J-28.43-01.....6/28/18	J-75.10-02.....7/10/15
J-10.14-00.....9/16/20	J-28.45-03.....7/21/16	J-75.20-01.....7/10/15
J-10.15-01.....6/11/14	J-28.50-03.....7/21/16	J-75.30-02.....7/10/15
J-10.16-01.....9/16/20	J-28.60-02.....7/21/16	J-75.40-02.....6/1/16
J-10.17-01.....9/16/20	J-28.70-03.....7/21/17	J-75.41-01.....6/29/16
J-10.18-01.....9/16/20	J-29.10-01.....7/21/16	J-75.45-02.....6/1/16
J-10.20-03.....9/16/20	J-29.15-01.....7/21/16	J-80.10-00.....6/28/18
J-10.21-01.....9/16/20	J-29.16-02.....7/21/16	J-80.15-00.....6/28/18
J-10.22-01.....9/16/20	J-30.10-00.....6/18/15	J-81.10-01.....9/16/20
J-10.25-00.....7/11/17	J-40.05-00.....7/21/16	J-86.10-00.....6/28/18
J-12.15-00.....6/28/18	J-40.10-04.....4/28/16	J-90.10-03.....6/28/18
J-12.16-00.....6/28/18	J-40.20-03.....4/28/16	J-90.20-03.....6/28/18
J-15.10-01.....6/11/14	J-40.30-04.....4/28/16	J-90.21-02.....6/28/18
J-15.15-02.....7/10/15	J-40.35-01.....5/29/13	J-90.50-00.....6/28/18
J-20.10-04.....7/31/19	J-40.36-02.....7/21/17	
J-20.11-03.....7/31/19	J-40.37-02.....7/21/17	
J-20.15-03.....6/30/14	J-40.38-01.....5/20/13	
J-20.16-02.....6/30/14	J-40.39-00.....5/20/13	
J-20.20-02.....5/20/13	J-40.40-02.....7/31/19	
J-20.26-01.....7/12/12	J-45.36-00.....7/21/17	
J-21.10-04.....6/30/14	J-50.05-00.....7/21/17	
J-21.15-01.....6/10/13	J-50.10-01.....7/31/19	
J-21.16-01.....6/10/13	J-50.11-02.....7/31/19	
J-21.17-01.....6/10/13	J-50.12-02.....8/7/19	

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

PAGE LEFT BLANK INTENTIONALLY

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

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: WDFW HYDRAULIC PROJECT APPROVAL (HPA)



HYDRAULIC PROJECT APPROVAL

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

Issued Date: March 26, 2021
Project End Date: March 24, 2026

Permit Number: 2021-2-34+01
FPA/Public Notice Number: N/A
Application ID: 24337

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Chelan County Natural Resources Dept ATTENTION: Mike Kaputa 411 Washington St Wenatchee, WA 98801-2854	Chelan County Natural Resource Department ATTENTION: Lisa Dowling 411 Washington St. Suite 201 Wenatchee, WA 98801

Project Name: Wenatchee River Monitor Side Channel Construction Project

Project Description: The Monitor side channel is a perennially connected 2,200 ft. channel at RM 5.3 that was originally maintained to supply water to the Gunn Ditch/Canal via the Pioneer Diversion Dam for agricultural purposes. The channel in its current form does not provide the quality habitat that it has potential for, given the length and position of the side channel on the lower mainstem Wenatchee River and the stable low-flow connection. The focus of this project is to address the primary limiting factor and the highest priority ecological concern in the lower Wenatchee by implementing construction of structures to improve habitat and promote channel forming processes in the shallow homogenous side channel, and increase riparian cover and shading along the channel margins.

CCNRD proposes to implement construction of large wood structures, boulder clusters, and riparian vegetation installments along the 2,200 ft. Monitor side-channel at RM 5.3 to create pools and channel complexity and improve summer and winter rearing habitat for ESA listed species in the Lower Wenatchee. CCNRD is working with NSD to prepare final designs, construction bid, and to facilitate pre-bid meeting with the selected construction firm, construction staking, final walk-through, and as-built reporting. CCNRD and NSD will be on-site during construction.

Construction will be carried out during the lower Wenatchee in-water work window of July 1-September 30, 2021. During construction, starter pools will be excavated along the face of the wood structures. Following construction, scour and local hydraulics induced by the wood structures is expected to maintain the scour pools. Wood structures will primarily rely on excavated wood posts for stability. Logs with rootwads will be interlaced within the post matrix pinned by subsequent layers of slash and raking materials. Boulder clusters will be constructed out of existing rock left onsite from historic dredging of the channel to maintain the diversion structure. Existing roads/easements will be used to walk excavators and log trucks to the site, and a temporary bridge will be installed at the northwestern apex of the island to allow access from the upper staging area adjacent to Hwy 2 to the island. All areas of construction will be isolated and de-fished prior to placement of structures/habitat elements. Site restoration will include the installation of live stake willow bundles installed in trenches following the placement of bank wood structures. Areas disturbed for access, construction and staging will also be planted with an assortment of species adapted to the sandy soils and deemed as appropriate for bank height and proximity to PUD power lines. Planting will provide additional stability to the wood structures over time as well as cover enhancement for juvenile fish. Following implementation, CCNRD will conduct implementation monitoring of the project to determine the success of plantings and constructed elements, and to observe fish use of habitat features.

PROVISIONS



HYDRAULIC PROJECT APPROVAL

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

Issued Date: March 26, 2021
Project End Date: March 24, 2026

Permit Number: 2021-2-34+01
FPA/Public Notice Number: N/A
Application ID: 24337

TIMING - PLANS - INVASIVE SPECIES CONTROL

1. **TIMING LIMITATION:** You may begin the project on immediately and you must complete the project by 3/24/2026; provided construction only occurs during the in-water work window of July 15-September 30.
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 Appendix A Final Design Plan (Parts 1-22), dated February 16, 2021, 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 date, and the Hydraulic Project Approval permit number.
5. **PRE- AND POST-CONSTRUCTION NOTIFICATION:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the inspection.
6. **PHOTOGRAPHS:** You, your agent, or contractor must take photographs of the job site before the work begins and after the work is completed. You must upload the photographs to the post-permit requirement page in the Aquatic Protection Permitting System (APPS) or mail them to Washington Department of Fish and Wildlife at Post Office Box 43234, Olympia, Washington 98504-3234 within 30-days after the work is completed.
7. **FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION:** If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

STAGING, JOB SITE ACCESS, AND EQUIPMENT

8. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
9. Design and locate new temporary access roads to prevent erosion and sediment delivery to waters of the state.
10. Limit the removal of native bankline vegetation to the minimum amount needed to construct the project.
11. Station and operate equipment used for this project landward of the ordinary high water line.



HYDRAULIC PROJECT APPROVAL

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

Issued Date: March 26, 2021
Project End Date: March 24, 2026

Permit Number: 2021-2-34+01
FPA/Public Notice Number: N/A
Application ID: 24337

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

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

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

14. 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.

15. 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.

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

IN-WATER WORK AREA ISOLATION USING A COFFERDAM STRUCTURE

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

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

19. Install the cofferdam, dike or similar structure and remove fish prior to the start of other work in the wetted perimeter.

20. If coffer dam fill is composed of clean, round gravel sourced on site, the fill may be used in re-grading during the site's restoration phase.

21. Route the construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.

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

FISH LIFE REMOVAL

23. All persons participating in capture and removal must have training, knowledge, and skills in the safe handling of fish life.

24. If electrofishing is conducted, a person with electrofishing training must be on-site to conduct or direct all electrofishing activities.

25. 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.

26. Capture and safely move fish life from the work area to the nearest suitable free-flowing water.

SIDE CHANNEL

27. The side channel reconstruction will incorporate the approved plans specified habitat components, bed materials, channel morphology, and native approved vegetation to provide better habitat compared to that which previously existed.

28. The streambed must include a sinuous low-flow channel (thalweg) expected under common conditions in the reach.

29. Before the cofferdams are removed, install habitat components and bed and bank protection materials to prevent erosion as shown in the approved plan.

30. Use fir, cedar, or other coniferous species to construct log or rootwad fish habitat structure(s).

DEMOBILIZATION AND CLEANUP

31. Before the end of the in-water work period specified in the "timing limitations" provision, abandon temporary roads



HYDRAULIC PROJECT APPROVAL

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

Issued Date: March 26, 2021
Project End Date: March 24, 2026

Permit Number: 2021-2-34+01
FPA/Public Notice Number: N/A
Application ID: 24337

in wet or flood-prone areas.

- 32. Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent possible.
- 33. 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.
- 34. 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.
- 35. Complete replanting of riparian vegetation during the first dormant season (late fall through late winter) after project completion per the approved plan. Maintain plantings for at least three years to ensure at least eighty percent of the plantings survive. Failure to achieve the eighty percent survival in year three will require you to submit a plan with follow-up measures to achieve requirements or reasons to modify requirements.
- 36. 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.
- 37. 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.
- 38. Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.

LOCATION #1:	Site Name: Wenatchee River Monitor Side Channel Unassigned, Monitor, WA 98836					
WORK START:	July 1, 2021			WORK END:	December 31, 2022	
<u>WRIA</u>	<u>Waterbody:</u>			<u>Tributary to:</u>		
45 - Wenatchee	Wenatchee River (rb)			Columbia River		
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
NW 1/4	14	23 N	19 E	47.491983	-120.421083	Chelan
<u>Location #1 Driving Directions</u>						
The site can be accessed from Cashmere traveling on Highway 2 and pulling into parking area at north end of project site. Parking area is on the south side of Highway 2 east of mile marker 110 when traveling toward Wenatchee.						

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.



HYDRAULIC PROJECT APPROVAL

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

Issued Date: March 26, 2021
Project End Date: March 24, 2026

Permit Number: 2021-2-34+01
FPA/Public Notice Number: N/A
Application ID: 24337

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.

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.



HYDRAULIC PROJECT APPROVAL

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

Issued Date: March 26, 2021
Project End Date: March 24, 2026

Permit Number: 2021-2-34+01
FPA/Public Notice Number: N/A
Application ID: 24337

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.

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.



HYDRAULIC PROJECT APPROVAL

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

Issued Date: March 26, 2021
Project End Date: March 24, 2026

Permit Number: 2021-2-34+01
FPA/Public Notice Number: N/A
Application ID: 24337

Habitat Biologist Benjamin.Majsterek@dfw.wa.gov
Benjamin Majsterek 509-670-3291

 for Director
WDFW
