

# **CONTRACT PROVISIONS**

## **NASON PERIMETER SHADED FUEL BREAK PROJECT**

January 2022



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

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Chelan County Natural Resources Department

# **UPPER WHEELER SHADED FUEL BREAK PROJECT**

Bid Opening: Tuesday, January 18<sup>th</sup> 11:00 AM PDT

**Notice to All Plan Holders:**

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

**Contact:**

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

Phone: 509-630-5303

Email: [erin.mckay@co.chelan.wa.us](mailto:erin.mckay@co.chelan.wa.us)

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# **BID SUBMITTAL PACKAGE**

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## BIDDING CHECKLIST

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

Please check to make sure you have accomplished the following:

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

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## BIDDING INSTRUCTIONS

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### A. BID OPENING

The Chelan County Board of County Commissioners will open sealed bids and publicly read them aloud on Tuesday, January 18<sup>th</sup> 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 services of Chelan County Natural Resources Project Nason Perimeter Shaded Fuel Break Project in Chelan County. Sealed bids must be received by the Clerk of the Board of County Commissioners in a sealed envelope clearly marked “**NASON PERIMETER SHADED FUEL BREAK**”.

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

### B. BID CONTENTS

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

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

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

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

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

### C. CLARIFICATION OF BID

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

### D. BID BOND

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

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

#### E. BID REVIEW AND EVALUATION

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

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

#### F. CONTRACT DOCUMENTS FOLLOWING AWARD

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

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

#### G. CANCELLATION BY COUNTY

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



## INVITATION TO BID NASON PERIMETER SHADED FUEL BREAK PROJECT

Sealed bids will be received by Chelan County at the Board of County Commissioners Chambers, Chelan County Administration Building, 400 Douglas Street, Wenatchee, Washington until Tuesday, January 18<sup>th</sup>, 2022 at 11:00 AM PDT for the Chelan County Natural Resources Project, “Nason Perimeter Shaded Fuel Break”.

**Chelan County Natural Resources Project:** Nason Perimeter Shaded Fuel Break, Chelan County. This contract provides for fuels reduction and forest health services in the Nason Ridge Community Forest across 62 acres owned by Western Rivers Conservancy (currently in transition to Chelan County). The project area at the base of Nason Ridge is a mixed conifer forest at about 2,500ft elevation. The unit was previously logged by Weyerhaeuser and is shrub and ponderosa pine dominated. The unit is readily accessible by USFS and primitive road, and is located within 30 minutes northwest of the City of Leavenworth. The fuels reduction unit described within this Contract has been marked and prescriptions prepared by American Forest Management on behalf of Chelan County. The timeframe for contracted work is March 1<sup>st</sup>, 2022 – April 15<sup>th</sup>, 2022. If work cannot be accomplished during this time due to snow conditions, a second work window of July 15<sup>th</sup> – October 15<sup>th</sup> will be considered. 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.

A non-mandatory Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on Monday, January 10<sup>th</sup> at 2:00 P.M. Participants will meet at the intersection of Butcher Creek Road and the BPA powerline road, north of Nason Creek.

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

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

All bids shall be marked “NASON PERIMETER SHADED FUEL BREAK PROJECT” on the outside of the envelope. The Board of County Commissioners reserves the right to reject any or all bids for cause. Dated this 3<sup>rd</sup> day of January, 2022.

**BOARD OF CHELAN COUNTY COMMISSIONERS**

\_\_\_\_\_  
BOB BUGERT, CHAIRMAN

ATTEST:

\_\_\_\_\_  
KEVIN OVERBAY, COMMISSIONER

\_\_\_\_\_  
CARLYE BAITY, CLERK OF THE BOARD

\_\_\_\_\_  
TIFFANY GERING, COMMISSIONER

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

## BID PROPOSAL

### Upper Wheeler Shaded Fuel Project

TO: Board of Chelan County Commissioners, Wenatchee, Washington

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

#	Spec Prov	Land Unit Number	Item	Est. Qty.	Unit	Unit Price	Amount
1	N/A	N/A	Mobilization	1	LS	N/A	
2	8-100	1	Shaded Fuel Break 100' along Nason Perimeter Road, mechanical thinning	25 Acres	LS	N/A	
3	8-101	2	Additional acreage outside of Shaded Fuel Break, mechanical thinning via mastication	37 Acres	LS	N/A	
<b>Total Bid (do not include Sales Tax)</b>							

The aforementioned sum is hereby designated the Total Base Bid. The Total Base Bid shall not include Washington State sales tax. Sales tax does not apply to forestry/fuels reduction work and will not be included in payments to CONTRACTOR.

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

\_\_\_\_\_  
DATE

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

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## BID PROPOSAL DECLARATION

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To the Chelan County Board of County Commissioners:

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

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

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

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

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

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

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

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KNOW ALL PERSONS BY THESE PRESENTS:

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

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

Nason Perimeter Shaded Fuel Break: This contract provides for fuels reduction services in the Nason Ridge Community Forest northwest of Leavenworth, WA as described below and other work as identified on the Contract Plans. The Nason Ridge Community Forest is an east-west transition mixed conifer forest ranging from 2,500-4,000ft elevation. 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 fourteen (14) calendar days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

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

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

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

PRINT PRINCIPAL'S NAME

---

PRINT SURETY'S NAME

---

SIGNATURE: AUTHORIZED  
PRINCIPAL/OFFICER

---

SIGNATURE: SURETY/AUTHORIZED  
AGENT

---

ATTORNEY-IN-FACT, SURETY

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## BIDDER INFORMATION

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**PROJECT:** Nason Perimeter Shaded Fuel Break

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

**CONTRACTOR:**

\_\_\_\_\_  
NAME (Exactly as Registered)

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
REGISTRATION NO.

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

\_\_\_\_\_  
FEDERAL TAX ID

\_\_\_\_\_  
UBI NO.

SOLE PROPIERTORSHIP

\_\_\_\_

PARTNERSHIP

\_\_\_\_

CORPORATION

\_\_\_\_

JOINT VENTURE

\_\_\_\_

LLC

\_\_\_\_

**PRINCIPALS:**

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

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## NON-COLLUSION DECLARATION

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

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

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

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

Date \_\_\_\_\_

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

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

### NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1.800.424.9071

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

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



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## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

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

### **BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE**

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

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

Date \_\_\_\_\_

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

## CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

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The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date Monday, July 12, 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:

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

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## CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE TRAINING

The bidder hereby certifies that they meet responsible bidder criteria set forth in RCW 39.04.350 and RCW 39.06.020, specifically in regard to ESSHB 1673 which requires all businesses to have prevailing wage training before bidding and/or performing work on public works projects, starting on July 1, 2019. 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 three or more years **AND** have performed work on three or more public works projects are exempt from this training requirement. Please provide business information below and either completed training date OR three completed public works projects as reference.

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

\_\_\_\_\_  
UNIFIED BUSINESS IDENTIFIER (UBI)

\_\_\_\_\_  
EFFECTIVE DATE

*\*Check one option below and provide details.*

**Option A** ☐ Completion of Labor & Industries Prevailing Wage Training

\_\_\_\_\_  
L&I Prevailing Wage Training Completion Date

**Option B** ☐ Exemption from Labor & Industries Prevailing Wage Training Requirement

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

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## BONDING AND CLAIMS

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BONDING COMPANY NAME (Exactly as Registered)

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ADDRESS

---

CITY

---

STATE

---

ZIP

---

REGISTRATION BOND NO.

---

\$

---

AMOUNT

---

EXPIRATION DATE

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

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

---

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

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

---

Are there any lawsuits or unsatisfied judgments pending against you?

☐ Yes ☐ No

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



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# **CONSTRUCTION CONTRACT PACKAGE**

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

## AGREEMENT

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

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

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the completion of **Nason Perimeter Shaded Fuel Break** in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract on or after March 1st, 2022 as specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall complete all work indicated on the Unit Map by October 15<sup>th</sup>, 2022.
4. The CONTRACTOR shall attain Substantial Completion of all work by October 20<sup>th</sup>, 2022.
5. Substantial Completion of all work for each consecutive calendar day thereafter.
6. 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".
7. 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 as amended January 2, 2021 (Standard Specifications). Applications for payment shall be submitted to the CONTRACTING AGENCY.
8. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) BIDDING INSTRUCTIONS
- (B) INVITATION TO BID
- (C) BID PROPOSAL
- (D) BID PROPOSAL DECLARATION
- (E) BID PROPOSAL BOND
- (F) BIDDER INFORMATION
- (G) NON-COLLUSION DECLARATION
- (H) CERTIFICATION REGARDING DEBARMENT
- (I) CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES
- (J) CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE TRAINING
- (K) BONDING AND CLAIMS
- (L) PERFORMANCE AND PAYMENT BOND
- (M) NOTICE OF AWARD
- (N) NOTICE TO PROCEED
- (O) CHANGE ORDER(s)
- (P) ADDENDA:
  - No. \_\_\_\_\_ Dated \_\_\_\_\_, 2022
  - No. \_\_\_\_\_ Dated \_\_\_\_\_, 2022
  - No. \_\_\_\_\_ Dated \_\_\_\_\_, 2022

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

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Contract in triplicate. The Contract will be effective on *(insert date of full execution)*: \_\_\_\_\_ 2022.

**CONTRACTING AGENCY****CONTRACTOR**\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
PRINT NAME\_\_\_\_\_  
PRINT NAME\_\_\_\_\_  
TITLE (SEAL)ATTEST:  
Carlye Baity, Clerk of the Board\_\_\_\_\_  
ADDRESS\_\_\_\_\_  
TITLE (SEAL)\_\_\_\_\_  
SIGNATUREEMPLOYER ID  
NUMBER: \_\_\_\_\_\_\_\_\_\_  
PRINT NAME

ATTEST:

\_\_\_\_\_  
TITLE\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
PRINT NAME\_\_\_\_\_  
TITLE

## PERFORMANCE AND PAYMENT BOND

---

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

---

CONTRACTOR NAME

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

### NASON PERIMETER SHADED FUEL BREAK

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

NOW, THEREFORE, we the CONTRACTOR and

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

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

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

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

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_

TITLE \_\_\_\_\_

ATTEST (If Corporation)

WITNESSES (If Individual or Partnership)

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

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

CORPORATE SEAL

BY \_\_\_\_\_

TITLE \_\_\_\_\_

APPROVED AS TO FORM

SURETY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

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

Address of local office and agent of Surety Company is:

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

## NOTICE OF AWARD

**DATED** \_\_\_\_\_**TO** \_\_\_\_\_**ADDRESS** \_\_\_\_\_**PROJECT** Nason Perimeter Shaded Fuel Break

The CONTRACTING AGENCY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 2022, and Information for Bidders.

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

You are required by the Bidding Instructions to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within **fourteen (14)** calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within **fourteen (14)** calendar days from the date of this Notice, said CONTRACTING AGENCY will be entitled to consider all your rights arising out of the CONTRACTING AGENCY'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The CONTRACTING AGENCY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CONTRACTING AGENCY. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

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

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



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**NOTICE TO PROCEED****DATED** \_\_\_\_\_**TO** \_\_\_\_\_**PROJECT** Nason Perimeter Shaded Fuel Break

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2022, on or after March 1st, 2022, and you are to attain Substantial Completion, as determined by the Contracting Agency, on or before October 20th, 2022.

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

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

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

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

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

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

<b>PROJECT:</b>	Nason Perimeter Shaded Fuel Break	CONTRACTING AGENCY	<input type="checkbox"/>
	Chelan County	CONTRACT OFFICER	<input type="checkbox"/>
<b>TO</b>	Natural Resources Department	CONTRACTOR	<input type="checkbox"/>
<b>CONTRACTING</b>	411 Washington Street, Suite 201	SURETY	<input type="checkbox"/>
<b>AGENCY:</b>	Wenatchee, WA 98801	OTHER	<input type="checkbox"/>

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

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

***Exceptions are as follows:***

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

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

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

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

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

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

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

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

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

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

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

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

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## CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

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**PROJECT:** Nason Perimeter Shaded Fuel Break  
**TO** Chelan County  
**CONTRACTING** Natural Resources Department  
**AGENCY:** 411 Washington Street, Suite 201  
Wenatchee, WA 98801

CONTRACTING AGENCY

CONTRACT OFFICER ☐  
CONTRACTOR ☐  
SURETY ☐  
OTHER ☐

**STATE OF:** WASHINGTON

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

**COUNTY OF:** CHELAN

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

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

*Exceptions are as follows:*

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

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

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

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

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

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

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

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

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

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

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



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## CONSENT OF SURETY TO FINAL PAYMENT

**PROJECT:** Nason Perimeter Shaded Fuel Break

CONTRACTING AGENCY

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

CONTRACT OFFICER	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

**STATE OF:** WASHINGTON

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

**COUNTY OF:** CHELAN

## CONTRACT

**DATED:**

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

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

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

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

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

---

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

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

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

SURETY COMPANY NAME

Attest:

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(SEAL)

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PRINTED NAME AND TITLE

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# **SPECIAL PROVISIONS**

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## INTRODUCTION TO THE SPECIAL PROVISIONS

*(August 14, 2013 APWA GSP)*

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 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 the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

*(March 8, 2013, APWA GSP)*

*(April 1, 2013, WSDOT GSP)*

Also incorporated into the Contract Documents by reference are:

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

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

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## **Division 1 General Requirements**

### **1-01 Definition and Terms**

#### **1-01.1 General**

Supplement this section as follows:

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

##### **Description of Work**

This contract provides for fuels reduction services in the Nason drainage west of Coles Corner, WA across 62 acres owned by Western Rivers Conservancy (in transition to Chelan County). The project is located in a dry mixed conifer forest at about 2,500ft elevation; work consists of implementing a 100ft shaded fuel break along the perimeter road and additional thinning outside of the shaded fuel break. The unit is readily accessible by County and primitive road, and is located within 30 minutes of the City of Leavenworth. The fuels reduction units described within this Contract have been marked and prescriptions prepared by American Forest Management on behalf of Chelan County. The timeframe for contracted work is March 1st, 2022 to April 15th, 2022, with a secondary work window of July 15<sup>th</sup> to October 15<sup>th</sup> available if snow conditions do not allow for early thinning. All Work shall be in accordance with the Contract Documents and the 2021 Standard Specifications for Road, Bridge and Municipal Construction, State of Washington, Department of Transportation, and addenda thereto.

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

*(January 4, 2016 APWA GSP)*

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

##### **Dates**

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

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

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

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

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

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

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

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

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

The day the Contract Officer 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 Contract Officer 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.

Supplement this section as follows:

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

**Contracting Agency**

Chelan County

**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.

Add the following new section:

**1-02.1(1) Supplemental Qualifications Criteria**

*(July 31, 2017 APWA GSP)*

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in Section 1-02.14 Option C of these Special Provisions.

**1-02.2 Plans and Specifications**

See Special Provisions

**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**

*(June 20, 2017 APWA GSP)*

Supplement the second paragraph with the following:

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

Delete the last paragraph, and replace it with the following:

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

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

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

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

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

*(March 8, 2013 APWA GSP)*

Supplement this section with the following:

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**

*(February 16, 2018 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.

The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance with Wage Payment Statutes" document where the Bidder under penalty of perjury verifies that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350 subsection (1) (g), as required per Section 1-02.14. The "Certification of Compliance with Wage Payment Statutes" document shall be received either with the Bid Proposal or as a Supplement to the Bid. The document shall be received **no later than 24 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.

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, GFE documentation, UDBE Broker Agreement, UDBE Trucking Credit Form, or Certification of Compliance with Wage Payment Statutes) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

### **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**

Supplement this section as follows:

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

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

Sealed bids will be received by Chelan County at the Board of County Commissioners Office, Chelan County Administration Building, 400 Douglas Street Suite 201, Wenatchee, Washington until Tuesday, January 18<sup>th</sup> at 11:00 AM, and then and there publicly opened and read for: Nason Perimeter Shaded Fuel Break Project.

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

*(June 20, 2017 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 Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - l. 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**

*(July 31, 2017 APWA GSP, Option C) Modified*

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; or does not meet Supplemental Criteria 1-7 in this Section:

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1 - 2. Evidence that the Bidder meets Supplemental Criteria 3 - 7 shall be provided by the Bidder as stated later in this Section.

In addition, the Bidder shall submit to the Contracting Agency a signed "Certification of Compliance with Wage Payment Statutes" document where the Bidder under penalty of perjury verifies that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350 subsection (1)(g). A form appropriate for "Certification of Compliance with Wage Payment Statutes" will be provided by the Contracting Agency in the Bid Documents. The form provided in the Bid Documents shall be submitted with the Bid as stated in Section 1-02.9.

1. Delinquent State Taxes
  - A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
  - B. Documentation: The Bidder shall complete the form "Bonding and Claims", a form provided by the Contracting Agency in the Bid Documents. The Bidder shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website: <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx>, or if they are so listed, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.
2. Federal Debarment
  - A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
  - B. Documentation: The Bidder, if and when required as detailed below, shall complete the "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions", provided by the Contracting Agency in the Bid Documents. The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database ([www.sam.gov](http://www.sam.gov)).
3. Subcontractor Responsibility
  - A. Criterion: The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established

- procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.
4. Claims Against Retainage and Bonds
- A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder shall complete the form "Bonding and Claims", a form provided by the Contracting Agency in the Bid Documents.
5. Public Bidding Crime
- A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.
- B. Documentation: The Bidder shall review the form "Non-Collusion Declaration" if it is included in the Bid Documents. If the "Non-Collusion Declaration" appears in the Bid Documents, in signing the Bid Proposal, the Bidder and/or its owners have agreed to the provisions of the declaration.
6. Termination for Cause / Termination for Default
- A. Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.
7. Lawsuits
- A. Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder shall complete the form "Bonding and Claims", a form provided by the Contracting Agency in the Bid Documents. The Bidder shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts.

As evidence that the Bidder meets Supplemental Responsibility Criteria 1-7 stated above, the Bidder must submit all information and forms listed in the Bidding Instructions under the section

## Bid Contents.

The Contracting Agency reserves the right to request further documentation as needed from the low bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the Supplemental Criteria.

The basis for evaluation of Bidder compliance with these mandatory and Supplemental Criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above 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.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Contract Officer or such other person designated by the Contracting Agency in the Bid Documents.

### **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 Contract Officer or representatives of the Contract Officer,
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.

#### **1-03.4 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).

#### **1-05.7 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 Contract Officer, or fails to perform any part of the work required by the Contract Documents, the Contract Officer 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 Contract Officer determines to be an emergency situation, the Contract Officer 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 Contract Officer, 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 Contract Officer 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.

### **1-05.11 Final Inspection**

Delete this section and replace it with the following:

#### **1-05.11 Final Inspections and Operational Testing**

*(October 1, 2005 APWA GSP)*

##### **1-05.11(1) Substantial Completion Date**

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

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

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

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

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

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

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

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Contract Officer's right hereunder. Upon correction of all deficiencies, the Contract Officer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

**1-05.13 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 Contract Officer. 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 Contract Officer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

**1-05.15 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 Contract Officer. 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 Contract Officer'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.

Add the following new section:

**1-05.16 Water and Power**  
(October 1, 2005 APWA GSP)

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

Add the following new section:

**1-05.17 Oral Agreements**  
(October 1, 2005 APWA GSP)

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

**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 Contract Officer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

## **1-07.2 State Taxes**

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

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

*(June 27, 2011 APWA GSP)*

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability. The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

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

#### **1-07.2(1) State Sales Tax — Rule 171**

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

#### **1-07.2(2) State Sales Tax — Rule 170**

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

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

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

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

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

### **1-07.6 Permits and Licenses**

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

The Contractor is required to obtain the following permit(s):

<b>Name of document</b>	<b>Permitting agency</b>
Business License	Chelan County

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

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

#### **1-07.18 Insurance**

*(January 4, 2016 APWA GSP)*

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

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

Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

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

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

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

#### **1-07.18(3) Subcontractors**

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

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

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

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

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

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

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate



\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

**1-07.18(5)B Automobile Liability**

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

Such policy must provide the following minimum limit:

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

Add the following new section:

**1-08.0 Preliminary Matters**  
(May 25, 2006 APWA GSP)

Add the following new section:

**1-08.0(1) Preconstruction Conference**  
(October 10, 2008 APWA GSP)

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

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

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

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

Add the following new section:

**1-08.0(2) Hours of Work**  
(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Contract Officer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00

p.m. Monday through Friday, exclusive of a lunch break. 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 Contract Officer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 1:00 pm prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

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

### **1-08.1 Subcontracting**

*(February 16, 2018 APWA GSP)*

The eighth and ninth paragraphs are revised to read:

On all projects, the Contractor shall certify to the actual amount received from the Contracting Agency and amounts paid to all firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This includes all Disadvantaged, Minority, Small, Veteran or Women's Business Enterprise firms. This Certification shall be submitted to the Contract Officer on a monthly basis each month between Execution of the Contract and Physical Completion of the Contract using the application available at: <https://wsdot.diversitycompliance.com>. A monthly report shall be submitted for every month between Execution of the Contract and Physical Completion regardless of whether payments were made or work occurred.

The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011, 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors. Whenever the Contractor withholds payment to a Subcontractor for any reason including disputed amounts, the Contractor shall provide notice within 10 calendar days to the Subcontractor with a copy to the Contracting Agency identifying the reason for the withholding and a clear description of what the Subcontractor must do to have the withholding released. Retainage withheld by the Contractor prior to completion of the

Subcontractors work is exempt from reporting as a payment withheld and is not included in the withheld amount. The Contracting Agency's copy of the notice to Subcontractor for deferred payments shall be submitted to the Contract Officer concurrently with notification to the Subcontractor.

**1-08.3(2)A Type A Progress Schedule**  
(March 13, 2012 APWA GSP)

Revise this section to read:

The Contractor shall submit two (2) copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Contract Officer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

**1-08.4 Prosecution of Work**

Delete this section and replace it with the following:

**1-08.4 Notice to Proceed and Prosecution of Work**  
(July 23, 2015 APWA GSP)

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

**1-08.5 Time for Completion**

All Work shall be Substantially Complete by October 15, 2022

**1-08.8(3) Wildfire**

Add the following:

A. The project area is located in Fire Shutdown Zone 680. Partial hoot owl, Partial shutdowns, and General Shutdowns may come into effect during the operating period of the contract. For a summary of USFS/ WA DNR Industrial Fire Precaution Levels, visit <https://fortress.wa.gov/dnr/protection/ifpl/>. No payment shall be made for standby time or delays resulting from natural disasters, including Industrial Fire Precaution Level work restrictions.

**1-09 Measurement and Payment**

See Special Provisions Division 8

**1-09.11(3) Time Limitation and Jurisdiction**  
(July 23, 2015 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 36.01.05 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.

**DIVISION 8 – MISCELLANEOUS CONSTRUCTION****8-100 Pre-Commercial Thinning by Machine- Understory Mastication**  
**This section is added.****8-100.1 Description****Unit: Shaded Fuel Break****Current Condition of Unit:**

This stand is comprised of mesic site conditions of south exposure, with variable understory stocking levels. The unit was logged and replanted in the early 2000s, and heavy brush is outcompeting the re-stocked ponderosa pine. In the western portion of the unit, north of the perimeter road, shrubs and regenerating ponderosa pine in the 4-8" dbh range dominate the unit. South of the road, shrub density increases and vegetation starts to transition to mixed conifer, with some fir and cottonwood interspersed within the ponderosa pine matrix. In the eastern portion of the unit along both sides of the road, the unit transitions to a slope with less brush and some mature, sparse mixed conifer.

**Desired Condition:**

A shaded fuel break that can provide a defensible anchor point to slow fire spreading across the Nason Ridge landscape. A healthy, uneven-aged stand dominated by ponderosa pine (PP) that is resilient to natural disturbances such as pine beetle outbreaks and wildfire. The end goal for the unit is a treated area that provides a strategic wildfire defense position but also supports wildlife habitat and can withstand prescribed burning with low torching and mortality rates.

**8-100.2 Prescription:****Mastication Guidelines**

- Minimum 120 horsepower, armored tracked (rubber or metal) forestry mulcher with a minimum 85" mulching head.
- Treat all acres under 30% slope with a masticator, which should be the majority of the unit.
- In areas with >30% slope hand pile material in jackpots outside of dripline of any retained trees. See Slash Treatment Guidelines below.
- The mulching shall create slash no more than 5' in length for one continuous piece, and masticated material will be no more than 18" off the ground. Material larger than 6" on the small end shall be in contact with the soil and shall be partially treated with the mulcher to expose a portion of the cambium of the log to increase drying and reduce potential for pine beetle activity. No jackstrawing of material will be allowed.
- Masticate all brush with the exception of wildlife skips and aspen stands. See wildlife skip specifications below.

**100' Shaded Fuel Break Cutting Guidelines**

- Ponderosa pine is the preferred species for retention, followed by Douglas Fir. Grand fir should be removed except where no other conifer species can be retained to meet spacing guidelines.

- Do not conduct any operations in aspen stands.
- Retain the healthiest and most dominant regeneration based on the species preference (above) at the spacing specifications below. This is determined based on crown vigor, presence of pathogens, and tree shape/form.
- Overstory trees (defined as 8"+) within the 100' shaded fuel break will have a minimum spacing of 20' and maximum of 40' between crowns. Understory trees will have a minimum spacing of 15' and maximum of 25' between crowns.
- Brush outside of driplines of retained conifers may be left in clumps less than 50'x50' every 2-4 acres.
- Trees with 8" or greater DBH that need to be cut to meet crown spacing specs shall be hand felled or cut with a machine able to create stump heights less than 12" from the ground.

#### Pruning Guidelines

- All retained conifers in the 100' shaded fuel break shall be pruned of all live and dead limbs. Prune to a minimum of 10' or 50% of conifer height, whichever is less. No pruning on trees less than 10' total height.
- Do not cause excessive scarring during pruning by running chainsaw or mechanical power tool directly along the bole of the tree.
- Pruned limbs should be masticated.

#### Slash Treatment Guidelines

- Masticate or chip all slash created by thinning activity (unless in areas >30% slope).
- Hand-made jackpot piles shall be comprised of bucked material to <5' in length with all limbs removed to form compact piles. Ponderosa pine logs with a butt greater than 8" shall be scored on at least three sides, 1/4 to 1/2" deep, prior to placing in a pile to increase drying rate and reduce potential for pine beetle activity.

#### Wildlife Skips

- Do not include any additional skips with 100' Shaded Fuel Break other than the brush skips defined in the cutting guidelines.

### **8-101 Pre-Commercial Thinning by Machine- Understory Mastication** **This section is added.**

#### **8-101.1 Description**

#### **Unit: Additional Area Beyond Shaded Fuel Break**

#### **Current Condition of Unit:**

This stand is comprised of mesic site conditions of south exposure, with light to moderate stocking levels. Dominated by Ponderosa Pine and understory brush. The unit was previously logged and replanted with

ponderosa pine. The brush is out-completing the ponderosa.

**Desired Condition:**

A healthy, uneven-aged stand dominated by ponderosa pine (PP) that is resilient to natural disturbances such as pine beetle outbreaks and wildfire and can withstand prescribed burning with low mortality rates. Reduced brush competition that allows ponderosa pine to reach heights where it can start to shade out brush.

**8-101.2 Prescription:****Mastication Guidelines**

- Minimum 120 horsepower, armored tracked (rubber or metal) forestry mulcher with a minimum 85" mulching head.
- Treat all acres under 30% slope with a masticator, which should be the majority of the unit.
- The mulching shall create slash no more than 5' in length for one continuous piece, and masticated material will be no more than 18" off the ground. Material larger than 6" on the small end shall be in contact with the soil and shall be partially treated with the mulcher to expose a portion of the cambium of the log to increase drying and reduce potential for pine beetle activity. No jackstrawing of material will be allowed.
- Masticate all brush with the exception of wildlife skips and aspen stands. See Wildlife Skip specifications below.

**Cutting Guidelines**

- Ponderosa pine is the preferred species for retention, followed by Douglas fir. Grand fir should be removed except where no other conifer species can be retained. Do not thin aspen.
- Retain the healthiest and most dominant regeneration based on the species preference (above) at an average of 15'. A 25% variance may occur depending on species, up to 18'x18' or down to 12'x12'.
- Retain clumps of favorable species throughout the unit at approximately two to three per acre. Clumps are defined as 3-6 trees within 12 feet of the next closest tree. Thin undesirable species from within these clumps, without damaging retained trees, and select trees for retention by dominance and species preference.

**Pruning Guidelines**

- Prune all live and dead limbs on trees 8 inches DBH and greater up to 6 feet, on ponderosa pine and Douglas fir. Grand fir, if left for spacing guidelines, do not require pruning.
- Retained trees under 8" DBH shall be pruned up to 6' but no more than 40% of live crown.
- Pruned limbs from ponderosa pine shall be pulled 5' from the base of the tree. Limbs should be masticated.

## Wildlife Skips

- Leave up to 20% of landscape untreated. Leave untreated clumps of brush and conifers of varying sizes throughout the landscape, but skips should not exceed 150'x150' (approx. ½ acre) in size. Select location for skips based on topography, conifer and brush species composition, proximity to aspen clumps, or any meadows/unique sites on the landscape. Final wildlife skip location selection criteria will be discussed and agreed to during pre-work meetings between Chelan County, representative forester, and selected contractor. These untreated clumps provide wildlife security and heterogeneity across the landscape.
- Occasional clumps of brush species such as willow, snowberry, elderberry, or oceanspray may be left scattered through the unit for additional diversity as long as they are outside the driplines of retained conifers. These will not count toward the 20% skip limit, but will be limited to 10'x10' in size. The main function of these is to break up sight lines from the perimeter road, retain security cover for wildlife, and maintain browse/food sources for wildlife.

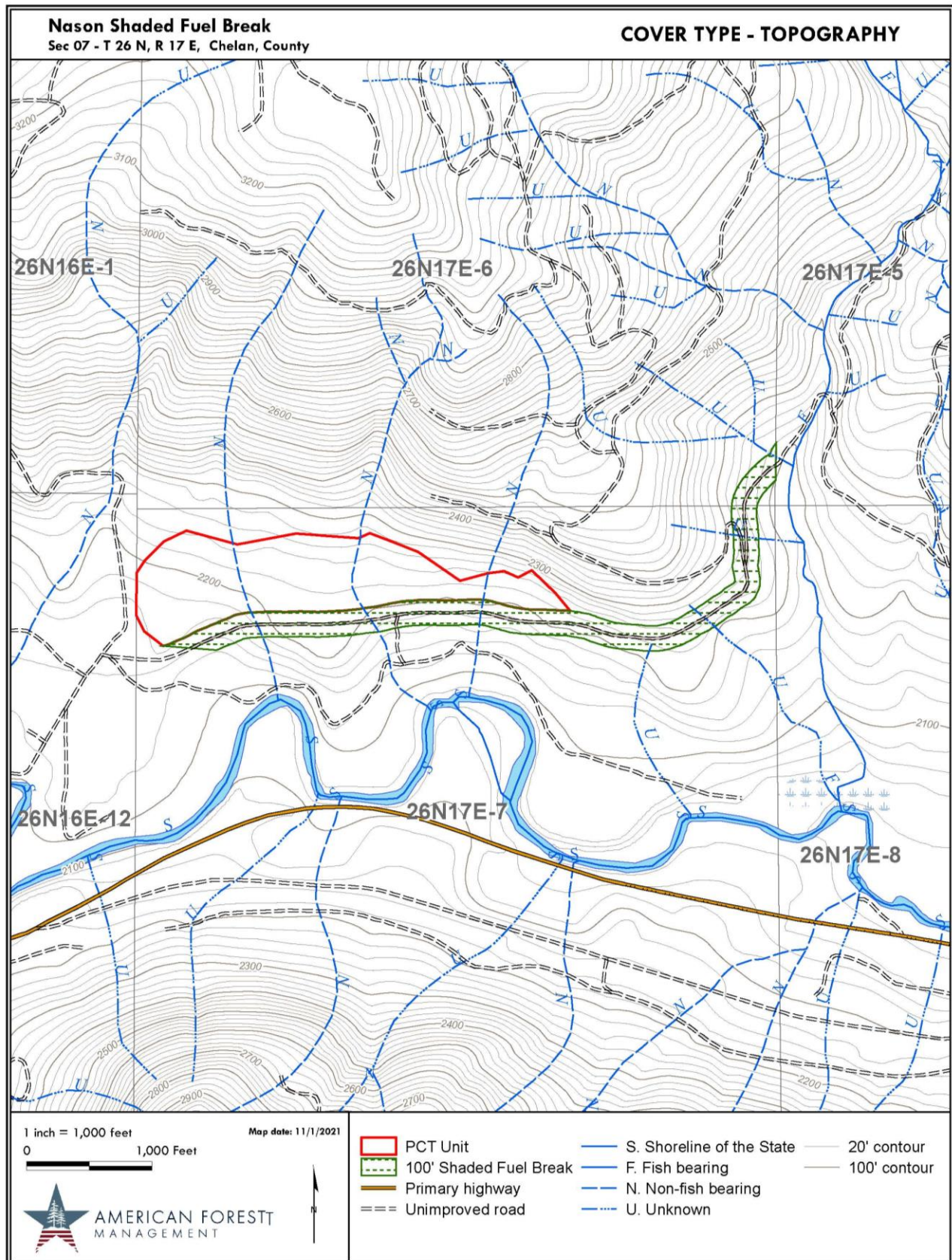
### **8-101.3 Measurement & Payment:**

Pre-Commercial Thinning – Mastication and Cutting shall be paid by the acre relative to the area delineated on the plans. Any area treated beyond the limits shown on the Plans with Contracting Agency's prior written authorization shall be at Contractor's expense and shall be restored at Contractor's expense.



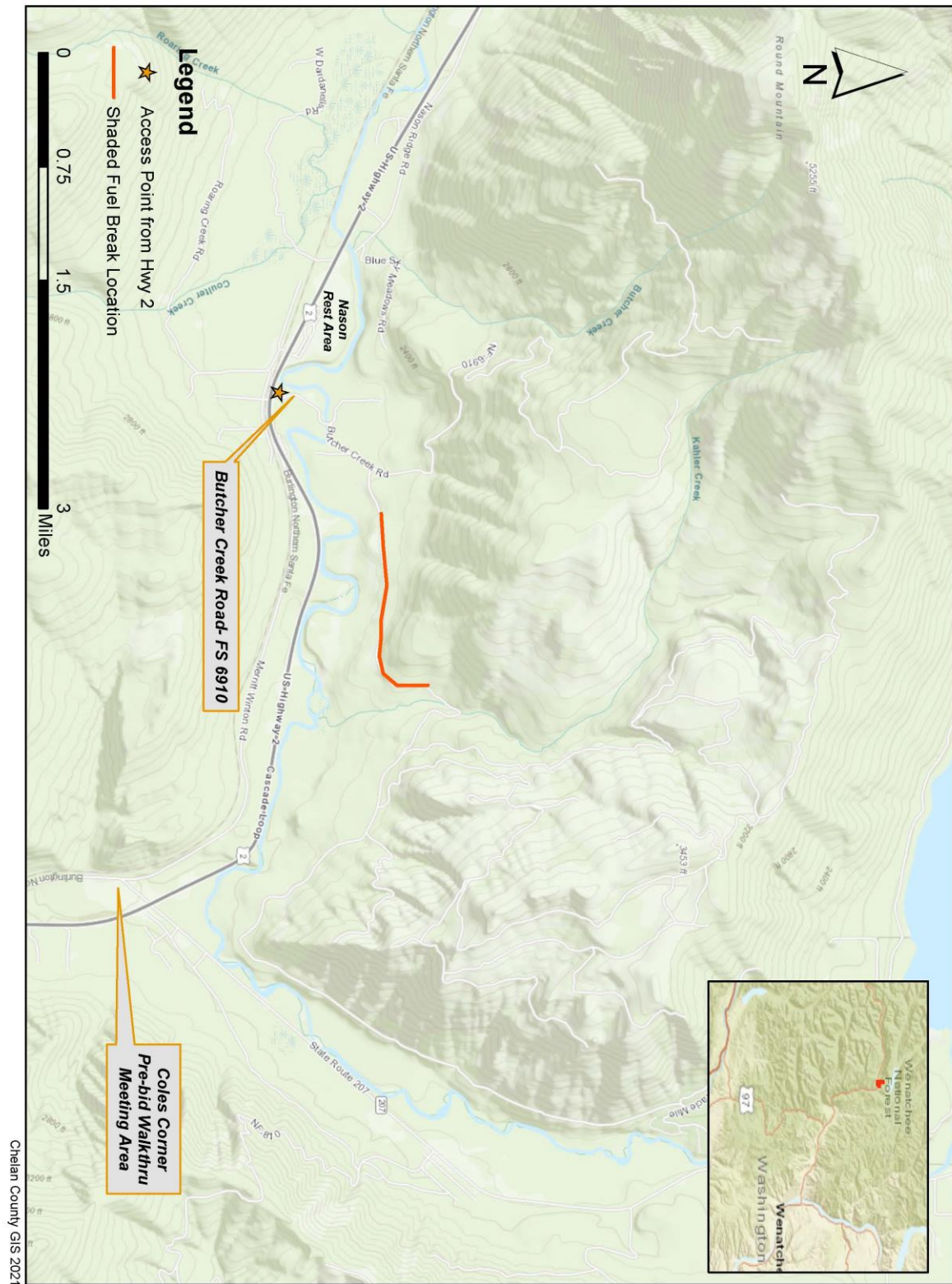
# CONTRACT DRAWINGS

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# Nason Perimeter Shaded Fuel Break Project Location



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# APPENDICES

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## **PREVAILING WAGE RATES**

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The following websites contain updated Federal and State Prevailing Wage Rates. Please use these sources when ascertaining staff prevailing wage rates.

Federal : <https://beta.sam.gov/content/home>

State: <https://secure.lni.wa.gov/wagelookup/>