

# **CONTRACT PROVISIONS**

## **Nason Watershed Road Decommission Project**

June 2021



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

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Chelan County Natural Resources Department

## **Nason Watershed Road Decommission**

Bid Opening: Monday June 21<sup>th</sup>, 2021 at 11:00 AM

### **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: 509-667-6640

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

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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 Monday, June 21st, 2021 at 11:00 AM or as soon thereafter as the matter may be heard, at the Board of Commissioners Office, Chelan County Administration Building, 400 Douglas Street Suite 201, Wenatchee, Washington, for the construction of Chelan County Natural Resources Project Nason Watershed Road Decommission in Chelan County. Sealed bids must be received by the Clerk of the Board of County Commissioners in a sealed envelope clearly marked “**BID ON Nason Watershed Road Decommission Project**”.

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

### B. BID CONTENTS

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

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

1. Bid Proposal (Prices must be shown on every unit item and the total. Quantities, where not listed shall be estimated by the bidder and shown);
2. Bid Proposal Form (Executed by Principal or Authorized Officer.);
3. Bid Proposal Bond (in lieu of cashier’s check, or certified check, a Bid Proposal bond must be executed by the Bidder and the Bidder’s Surety.);
4. Bidder Information Sheet;
5. Non-Collusion Declaration;
6. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions;
7. Certification of Compliance with Wage Payment Statutes; 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 Supplemental Specification, Section 102, 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 102.03 of the Supplemental Specifications, all bid proposals shall be accompanied by a bid bond, certified check, cashier’s check, made out to Chelan County, or cash in the amount of five percent (5%) of the total bid, conditioned upon the Bidder’s full and complete

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

#### E. BID REVIEW AND EVALUATION

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

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

#### F. CONTRACT DOCUMENTS FOLLOWING AWARD

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

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

#### G. CANCELLATION BY COUNTY

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

## INVITATION TO BID

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### Nason Watershed Road Decommission 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 Monday, June 21st 2021 at 11:00 AM for the Chelan County Natural Resources Project, “Nason Watershed Road Decommission”.

**Chelan County Natural Resources Project:** Nason Watershed Road Decommission Project, Chelan County. This contract provides for approximately 4.34 miles of Road Decommissioning which includes clearing, road obliteration, lop and scatter of slash, temporary stream diversion, removal and disposal of rigid culverts, grading and other Work as identified on the Contract Plans. All work shall be in accordance with the Contract Documents, Supplemental Specifications, Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-14, and addenda thereto.

An optional Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on Friday, June 11th, 2021 at 9:00 A.M. Attendees should meet at the parking lot adjacent to the Shell Gas Station at Coles Corner, physical address: 15255 US Highway 2, Leavenworth, WA 98826. From this location the group shall proceed to the Project Area access point on White Pine Road, located approximately 6.5 miles west on Highway 2. A minimum of one representative from each Prime Contractor that intends to submit a bid is encouraged to attend.

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

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

All bids shall be marked “Nason Watershed Road Decommission 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 \_\_\_\_ day of \_\_\_, 2021.

**BOARD OF CHELAN COUNTY COMMISSIONERS**

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

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

ATTEST:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
BOB BURGERT, COMMISSIONER

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## BID FORM

### Nason Watershed Road Decommission 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 #	Description	QTY	Unit	Unit Price	Amount
1	151	MOBILIZATION	1.00	L.S.		
2	201	CLEARING	4.4	ACRE		
3	211.01	ROAD OBLITERATION METHOD 1	0.24	MILE		
4	211.01	ROAD OBLITERATION METHOD 2	2.92	MILE		
5	211.01	ROAD OBLITERATION METHOD 3	0.42	MILE		
6	157	EROSION AND WATER POLLUTION CONTROL	1.00	L.S.		
7	157.11	IN-WATER WORK ISOLATION	13	EACH		
8		MINOR CHANGE	1.00	DLR	NA	\$10,000
<b>Total Bid</b>						

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

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

\_\_\_\_\_  
DATE

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

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# BID PROPOSAL FORM

To the Chelan County Board of County Commissioners:

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

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

The Bidder hereby acknowledges that by execution of this Bid Proposal Form the Bidder has agreed to all bidding requirements, has fully executed all required bidding documents, and has agreed to fully and completely perform all work required under the plans, specifications, addenda and Contract within the time period as specified. The Bidder has agreed to pay prevailing wage rates of Federal 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 107.05 of the Supplemental Specification Division 100. Submission of this Bid Proposal and entering into a Contract for this Work constitutes acknowledgement by the Contractor that said indemnification requirements are specifically and expressly a part of the Bid process and Contract Negotiations, including Contract waiver of immunity under Industrial Insurance, Title 51 RCW.

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

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

PRINT BIDDER NAME SIGNATURE OF PRINCIPAL OR OFFICER

MAILING ADDRESS CITY STATE ZIP

PRINT NAME OF SIGNATORY TITLE

TELEPHONE FAX

STATE REGISTRATION NUMBER STATE UBI NUMBER

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## BID PROPOSAL BOND

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KNOW ALL PERSONS BY THESE PRESENTS:

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

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

Nason Watershed Road Decommission Project: This contract provides for approximately 4.35 miles of Road Decommissioning which includes clearing, road obliteration, lop and scatter of slash, temporary stream diversion, removal and disposal of rigid culverts, grading and other Work as identified on the Contract Plans. All work shall be in accordance with the Contract Documents, Supplemental Specifications, Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-14, 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) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

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

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

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

\_\_\_\_\_  
PRINT PRINCIPAL'S NAME

\_\_\_\_\_  
PRINT SURETY'S NAME

\_\_\_\_\_  
SIGNATURE: AUTHORIZED  
PRINCIPAL/OFFICER

\_\_\_\_\_  
SIGNATURE: SURETY/AUTHORIZED  
AGENT

\_\_\_\_\_  
ATTORNEY-IN-FACT, SURETY

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# BIDDER INFORMATION

**PROJECT:** Nason Watershed Road Decommission

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

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

### **NOTICE TO ALL BIDDERS**

To report bid rigging activities call: 1.800.424.9071

The U.S. Department of Transportation (USDOT) operates the above toll0pfree “hotline” Monday through Friday, 8:00 AM to 5:00 PM, Eastern Standard Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

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

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

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# CERTIFICATION REGARDING DEBARMENT



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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

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

Date \_\_\_\_\_

By \_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

**INSTRUCTIONS FOR CERTIFICATION**

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

## CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

---

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date June 1, 2021, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

\_\_\_\_\_  
BIDDER’S BUSINESS NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL\*

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

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

*Check One:*

Sole Proprietorship  Partnership  Joint Venture  Corporation

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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## CERTIFICATION OF COMPLIANCE WITH WITH PREVAILING WAGE TRAINING

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

Online Contractor training is available at

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

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

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

---

BUSINESS NAME

UNIFIED BUSINESS IDENTIFIER (UBI)

---

SIGNATURE OF AUTHORIZED OFFICIAL\*

---

PRINTED NAME

*\*Check one option below and provide details*

Option A  Labor and Industries Prevailing Wage Training Completion

---

LNI Prevailing Wages Training Completion Date

Option B  Exemption from Training Requirement

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

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

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

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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 \_\_\_\_\_, 2021, by and between Chelan County hereinafter called "CONTRACTING AGENCY" and \_\_\_\_\_ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the demolition of **Nason Watershed Road Decommission Project** in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract in Year 1 on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall complete all work indicated on the Drawings for Year 1 prior to November 6, 2021.
4. The CONTRACTOR shall attain Substantial Completion of all work by November 6, 2021
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 Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-14 and Supplemental Specification. 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 FORM
- (D) BID PROPOSAL FORM
- (E) BID PROPOSAL BOND
- (F) BIDDER INFORMATION
- (G) NON-COLLUSION DECLARATION
- (H) CERTIFICATION REGARDING DEBARMENT
- (I) BONDING AND CLAIMS
- (J) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
- (K) PERFORMANCE AND PAYMENT BOND
- (L) NOTICE OF AWARD
- (M) NOTICE TO PROCEED
- (N) CHANGE ORDER(s)
- (O) ADDENDA:
  - No. \_\_\_ Dated \_\_\_\_\_, 2021
  - No. \_\_\_ Dated \_\_\_\_\_, 2021
  - No. \_\_\_ Dated \_\_\_\_\_, 2021

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 \_\_\_\_\_, 2021.

**CONTRACTING AGENCY**

**CONTRACTOR**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

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

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

\_\_\_\_\_  
TITLE (SEAL)

\_\_\_\_\_  
ADDRESS

ATTEST:  
Clerk of the Board

\_\_\_\_\_  
TITLE (SEAL)

\_\_\_\_\_  
SIGNATURE

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

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

ATTEST:

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_  
TITLE

## PERFORMANCE AND PAYMENT BOND

---

KNOW ALL 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 Watershed Road Decommission Project

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

NOW, THEREFORE, we the CONTRACTOR and

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

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

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

IN WITNESS THEREOF, the said CONTRACTOR and the said surety caused this bond 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** \_\_\_\_\_

The CONTRACTING AGENCY has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated Tuesday, June 1, 2021, and Information for Bidders.

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

You are required by the Bidding Instructions to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and necessary 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
CONTRACTING OFFICER

\_\_\_\_\_  
SIGNATURE

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

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### NOTICE TO PROCEED

**DATED** \_\_\_\_\_

**TO** \_\_\_\_\_

**PROJECT** Nason Watershed Road Decommission Project

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2021, on or before \_\_\_\_\_, 2021, and you are to attain Substantial Completion, as determined by the Contracting Agency, on or before November 6, 2021.

\_\_\_\_\_  
CONTRACTING OFFICER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

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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>	<u>Nason Watershed Road Decommission</u>	CONTRACTING AGENCY	<input type="checkbox"/>
		ENGINEER	<input type="checkbox"/>
<b>TO</b>	Chelan County	CONTRACTOR	<input type="checkbox"/>
<b>CONTRACTING</b>	Natural Resources Department	SURETY	<input type="checkbox"/>
<b>AGENCY:</b>	<u>411 Washington Street, Suite 201</u>	OTHER	<input type="checkbox"/>
	<u>Wenatchee, WA 98801</u>		
<b>STATE OF:</b>	<u>WASHINGTON</u>	<b>CONTRACT FOR:</b>	<u>Road Decommissioning</u>
		<b>CONTRACT</b>	
<b>COUNTY OF:</b>	<u>CHELAN</u>	<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

**PROJECT:** Nason Watershed Road Decommission

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

**CONTRACTING AGENCY**

**ENGINEER**

**CONTRACTOR**

**SURETY**

**OTHER**

**STATE OF:** WASHINGTON

**COUNTY OF:** CHELAN

**CONTRACT FOR:** Road Decommission

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

CONTRACTING AGENCY

ENGINEER   
 CONTRACTOR   
 SURETY   
 OTHER

**STATE OF:** WASHINGTON

**CONTRACT FOR:** Road Decommission

**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)*

Chelan County Natural Resource Department,

CONTRACTING AGENCY, 411 Washington St, Suite 201, Wenatchee Wa 98801

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

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

\_\_\_\_\_  
SURETY COMPANY NAME

Attest:

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

(SEAL)

\_\_\_\_\_  
PRINTED NAME AND TITLE

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## CERTIFICATE OF SUBSTANTIAL COMPLETION

---

**PROJECT:** \_\_\_\_\_

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

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

**COUNTY OF:** CHELAN                                      **CONTRACT DATED:** \_\_\_\_\_

**DATE OF ISSUANCE:** \_\_\_\_\_

**Project or Designated Portion Shall Include:**

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

**Definition of Date of Substantial Completion**

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

\_\_\_\_\_  
CONTRACTOR                                      BY                                      DATE

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

\_\_\_\_\_  
CHELAN COUNTY COMMISSIONER                                      BY                                      DATE

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

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

# SUPPLEMENTAL SPECIFICATIONS

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## PREFACE

The following Supplemental Specifications are only a portion of the specifications for this Project. These Specifications amend and supplement the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-14. The FP-14 is a separately published book. In order to understand the solicitation properly you need to have the FP-14 as well as this packet. Pay particular attention to the provisions of Subsection 104.04 in the FP-14 that explain how each of the many contract documents fit together.

To view the FP-14 electronically, go to: <https://flh.fhwa.dot.gov/resources/specs/>

Chelan County Natural Resources Department has adopted FP-14 for Nason Watershed Road Decommission Project.

# DIVISION 100 GENERAL REQUIREMENTS

## Section 101. — TERMS, FORMAT, AND DEFINITIONS

### 101.01 Meaning of Terms

**This section is revised to read:**

Chelan County Natural Resource Department has adopted FP-14 for this Project. These specifications are generally written in the imperative mood. In sentences using the imperative mood, the subject, "*the Contractor*", is implied. Also implied in this language are "*shall*", "*shall be*", or similar words and phrases. In material specifications, the subject may also be the supplier, fabricator, or manufacturer supplying material, products, or equipment for use on the project.

Wherever "*directed*", "*required*", "*prescribed*", or "*ordered*" are used, the "*direction*", "*requirement*", "*prescription*", or "*order*" of the Contracting Officer is intended. Wherever something is to be "*submitted*", "*submitting to*", the Contracting Officer is intended. Similarly, wherever "*approved*", "*acceptable*", "*suitable*", "*satisfactory*", or similar words are used, the words mean "*approved by*", "*acceptable to*", or "*satisfactory to*" the Contracting Officer.

Delete all references to the TAR (Transportation Acquisition Regulations) in the Specifications.

### 101.02 Specifications Format

**Include as written.**

101.03\_National\_11\_9\_2016

### 101.03 Abbreviations

**Add the following to Subsection 101.03:**

**(a) Acronyms.**

AGAR — Agriculture Acquisition Regulations  
 AFPA — American Forest and Paper Association  
 FSAR — Forest Service Acquisition Regulations  
 MSHA — Mine Safety and Health Administration  
 NESC — National Electrical Safety Code  
 WCLIB — West Coast Lumber Inspection Bureau

**(f) Miscellaneous unit abbreviations.**

MP	—	milepost	location
ppm	—	parts per million	volume
STA	—	station	location

## 101.04 Definitions

101.04\_National\_04\_03\_2021

### Amend 101.04 with the following:

Delete the text of the definitions and substitute the following:

**Award** — The written acceptance of an offeror's proposal by the CO.

**Bid** — When used in a project package, carries the same meaning as Offer.

**Bidder** — When used in a project package, carries the same meaning as Offeror.

**Bid Guarantee / Bid Bond** — A form of security assuring that the offeror will not withdraw an offer within the period specified for acceptance and will execute a written Agreement and furnish required bonds.

**Bid Schedule** — The prepared schedule included with the offer forms, containing the estimated quantities of pay items for which unit prices are requested.

**Contract** — The written agreement between the Government and the Contractor setting forth the obligations of the parties for the ordering of, performance of, and payment for, the prescribed work. Refers to both the Basic Contract and the Task Orders.

**Contract Time** — The specified time allowed for completion of all Task Order work.

**Notice to Proceed** — Written notice to the Contractor to begin the Task Order work.

**Pay Item** — A specific item of work for which a unit price is provided in the Task Order.

**Payment Bond** — The security executed by the Contractor and surety or sureties and furnished to the Government to ensure payments as required by law to all persons supplying labor or material according to the Task Order.

**Performance Bond** — The security executed by the Contractor and surety or sureties and furnished to the Government to guarantee completion of the Task Order work.

**Project** — The specific section of the highway or other property on which construction is to be performed under the Task Order.

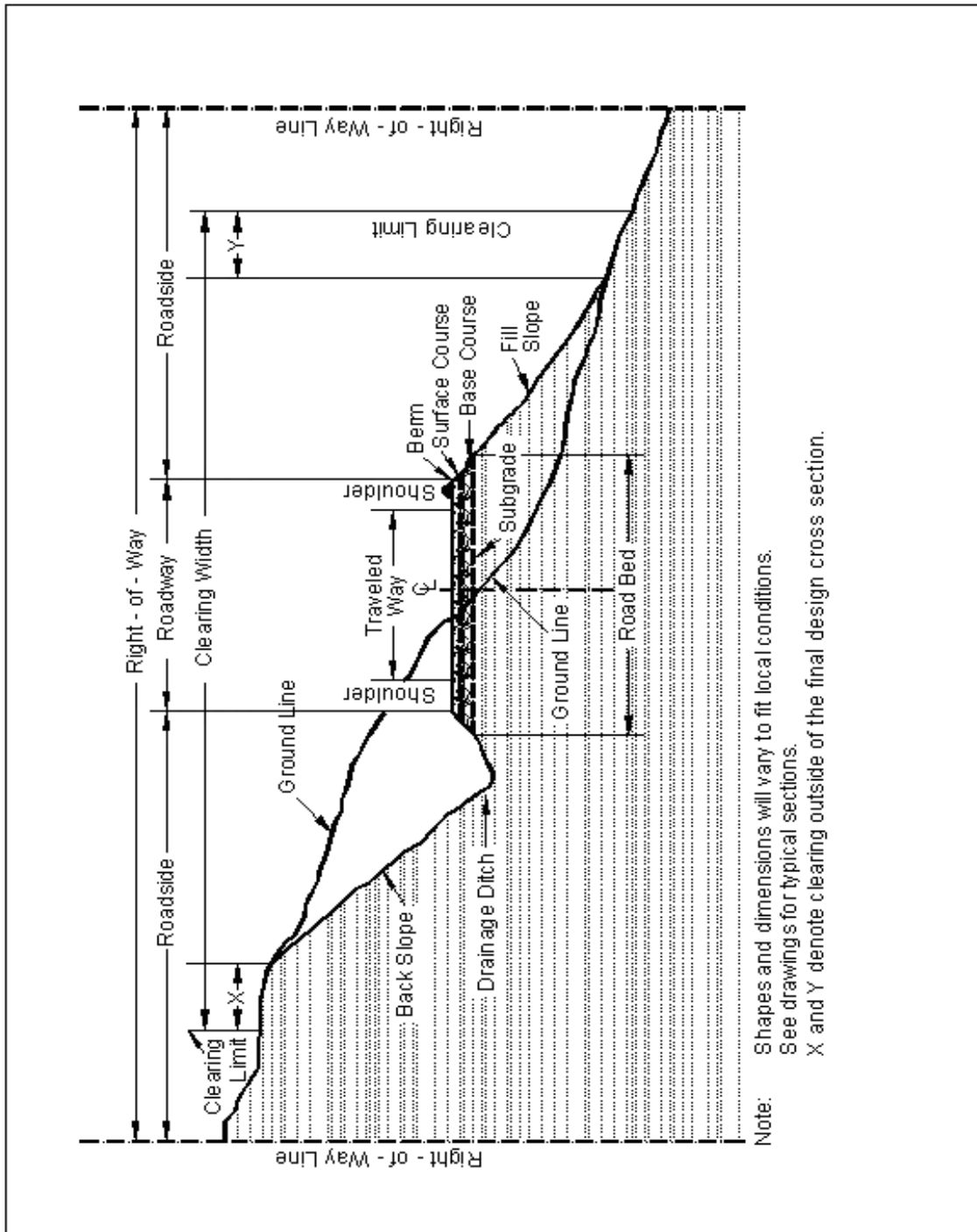
**Solicitation** — The complete assembly of documents (whether attached or incorporated by reference) furnished to prospective offerors.

**Surety** — An individual or corporation legally liable for the debt, default, or failure of a Contractor to satisfy a Task Order obligation.

**Work** — The furnishing of labor, material, equipment, and other incidentals required to successfully complete the project according to the Task Order.

Add Figure 101-1—Illustration of road structure terms:

Figure 101-1—Illustration of road structure terms.





## Section 102. — BID, AWARD, AND EXECUTION OF CONTRACT

**Delete Section 102 in its entirety and replace with the following:**

### 102.01 Acquisition Regulations

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.

### 102.02 Preparation of Bids

An optional Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on Friday, June 11, 2021 at 9:00 A.M. Attendees should meet at the parking lot adjacent to the Shell Gasoline Station at Coles Corner, physical address: 15255 US Highway 2, Leavenworth, WA 98826. From this location the group shall proceed to White Pine Road and the Project Area, located approximately 6.5 miles west.

Execute and submit required standard forms, bid schedules, and solicitation provisions contained in the solicitation as part of the bid.

Complete Bid Package, and sign as follows:

Insert a numeric unit bid price for each pay item for which a quantity appears in the bid schedule. Multiply the unit bid price by the quantity for each pay item and show the amount bid. When mathematical checks made by the Government show a mistake in the amount bid, the corrected unit price extension governs.

When the words "*lump sum*" appear as a unit bid price, insert an amount bid for each lump sum pay item.

When the words "*contingent sum*" or "*fixed rate*" appears as a unit bid price, include the Government inserted amount bid for the pay item in the total bid amount.

Total the amounts bid for each pay item and show the total bid amount.

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

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

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

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

The quantities listed in the bid schedule are approximate, unless designated as a contract quantity, and are used for the comparison of bids. Payment will be made for the actual quantities of work performed and accepted or material furnished according to the contract. The scheduled quantities may be increased, decreased, or deleted. Bid schedule quantities are considered the original contract quantities.

### **102.03 Bid Guarantee**

Follow the requirements of FAR Clause 52.228-1 Bid Guarantee

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

Bid bonds shall contain the following:

1. Project Name and Project Number as stated in the Call for Bids;
2. The Contracting Agency named as obligee;
3. 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;
4. 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;
5. 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.

### **102.04 Delivery of Proposal**

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 envelope shall be addressed to:

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

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

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

### **102.05 Withdrawing, Revising, or Supplementing Proposal**

1-02.10\_APWA\_07\_23\_2015

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

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

The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and

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.

**102.06 Public Opening of Bids.**

Bids will be publicly opened at the time specified in the Invitation to Bid. Their contents will be made public information. The Government reserves the right to reject bids as set forth in the FAR, Part 14.

The Bid opening date for this Project is JUNE 21, 2021. Bids will be received until 11:00:59 AM Pacific Time and the publicly opened and read aloud.

**102.07 Irregular Proposals**

1. A Proposal will be considered irregular and will be rejected if:
  - a. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
  - b. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - c. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - d. A price per unit cannot be determined from the Bid Proposal;
  - e. The Proposal form is not properly executed;
  - f. The Bidder fails to submit or properly complete a Subcontractor list, if applicable.
  - g. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - h. 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.

**102.08 Pre-Award Information**

1-02.15\_APWA\_08\_14\_2013

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,

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

### **102.09 Execution of Contract**

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

Within 14 (fourteen) calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 107.5, and a satisfactory bond as required by law and Section 102.10. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 14 (fourteen) additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

### **102.10 Contract Bond**

The requirements contained in Subsections 102.02 and 102.03 relating to power of attorney, evidence of guarantee assistance, and individual sureties also apply to performance and payment bonds.

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).

### **102.11 Judicial Review**

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

## Section 107. — LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

### 107.04 Railroad Protection

Delete Subsection 107.04 in its entirety

### 107.05 Responsibility for Damage Claims

Delete Subsection 107.05 and replace with the following:

Indemnify and hold harmless the Government, its employees, and its consultants from suits; actions; or claims brought for injuries or damage received or sustained by a person, persons, or property resulting from the construction operations or arising out of the negligent performance of the contract.

Procure and maintain until final acceptance of the contract, liability insurance of the types and limits specified below. Obtain insurance from companies authorized to do business in the appropriate state. Ensure the insurance covers operations under the contract whether performed by the Contractor or by subcontractors.

Before work begins, submit "*certificates of insurance*" certifying that the policies will not be changed or canceled until written notice has been given to the Government. Insurance coverage in the minimum amounts set forth below does not relieve the Contractor of liability in excess of the 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 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.

Carry insurance conforming to the following minimums:

- a) Worker's compensation insurance. Minimum required by law.
- b) Comprehensive or commercial general liability insurance.
  - Personal injury and property damage coverage;
  - Contractual liability coverage;
  - Completed operations liability coverage;
  - \$1,000,000 combined single limit for each occurrence; and
  - \$2,000,000 general aggregate limit.
- c) Comprehensive or commercial general liability insurance.

### 107.10 Environmental Protection

#### a) Federal Water Pollution Control Act (Clean Water Act) 33 USC § 1251 et seq.

1. Do not operate equipment or discharge material within the boundaries of wetlands and the waters of the United States as defined by the federal and state regulatory agencies unless otherwise allowed by contract specific permits. If an unauthorized discharge occurs:
  - i. Prevent further contamination;
  - ii. Notify appropriate authorities and the CO; and
  - iii. Mitigate damages.
2. Construct and maintain barriers in work areas and in material sources to prevent sediment, petroleum products, chemicals, and other liquids and solids from entering wetlands or waters of the United States. Remove and properly dispose of barrier collected material.
3. Do not revise terms or conditions of permits without the approval of the issuing agency.

- b) Oil and hazardous substances.** Submit a "*Spill Prevention, Control, and Countermeasure (SPCC) Plan*" at least 2 weeks before beginning work. SPCC shall include preventative measures including the location of refueling, spill kits, storage facilities, and handling of hazardous material and actions to be taken in case of a spill.



Do not use equipment with leaking fluids. Repair equipment fluid leaks immediately. Keep absorbent material manufactured for containment and cleanup of hazardous material on the job site.

### **107.11 Protection of Forest, Parks, and Public Lands**

#### **Add the following to the end of Subsection 107.11:**

The Contractor shall comply USDA Forest Service “Fire Protection and Suppression” provisions included within Appendix B

#### **Add the following Subsection 107.12 State Taxes:**

### **107.12 State Taxes**

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

The 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.

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.

#### **Add the following Subsection 107.13 “Wages”:**

### 107.13 Wages

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

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

Employees working on this project shall be paid Federal or State of Washington prevailing wage rates that are in effect at the time of the Bid Opening of the contract, and whichever of the two are the higher for a job description.

## Section 109. — Measurement and Payment

### 109.01 Measurement of Work

109.01\_National\_2\_22\_2019

**Delete the third paragraph and Table 109-1 of Subsection 109.01 and replace with the following:**

Take measurements as described in Subsection 109.02 unless otherwise modified by the Measurement Subsection of the section controlling the work being performed. Table 109-1 indicates the accuracy required for quantities of the various pay units used in the Schedule of Items. Use this guide to determine the decimal placement in the final payment.

**Table 109-1  
Decimal Accuracy of Quantities for Final Payment**

Pay Item	Level of Precision
Linear Foot	1
Exception--Timber, Steel, and concrete Piles	0.1
Station	0.1
Mile	0.01
Square Foot	0.1
Square Yard	0.1
Each	1
Acre	0.01
Gallon	1
M-Gals.	0.1
Cubic Yard	1
Exception--Structure Excavation; Sheathing Materials; Bedding, Bed Course, and Backfill Materials; Gabions;	0.1

Exception--Concrete; Masonry	0.01
Pound	1
Ton	0.1
Exception--Calcium Chloride; Sodium Chloride; Hydrated Lime; Bituminous Materials; Pavements; Bed Course Materials	0.01
Hour	0.1
MFBM	0.01
Station Yard	1
Cubic Yard Mile	1
Ton Mile	1

## 109.02 Measurement Terms and Definitions

109.02\_National\_11\_9\_2016

**Add the following sentence to Subsection 109.02(b) Contract Quantity:**

Contract quantities will be adjusted only when there are errors in the original design of 15% of the total quantity or more per bid item.

<p><b>DIVISION 150</b>  <b>PROJECT</b>  <b>REQUIREMENTS AND SPECIAL PROVISIONS</b></p>
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**Section 151. — MOBILIZATION**

**Description**

**151.01** This work consists of moving personnel, equipment, material, and incidentals to the project and performing work necessary before beginning work at the project site. This work also includes obtaining a construction stormwater permit, insurance, and bonds.

**Measurement**

**151.02** Measure the Section 151 items listed in the bid schedule according to Subsection 109.02.

**Payment**

**151.03** The accepted quantities will be paid at the contract price per unit of measurement for the Section 151 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Progress payments for mobilization by the lump sum will be paid as follows:

- (a) Bond premiums will be reimbursed according to FAR Clause 52.232-5 Payments Under Fixed-Price Construction Contracts, after receipt of the evidence of payment.
- (b) When 5 percent of the original contract amount is earned from pay items (not including mobilization), 50 percent of the mobilization pay item, or 5 percent of the original contract amount, whichever is less, will be paid.
- (c) When 10 percent of the original contract amount is earned from pay items (not including mobilization), 100 percent of the mobilization pay item, or 10 percent of the original contract amount, whichever is less, will be paid.
- (d) Any portion of the mobilization pay item in excess of 10 percent of the original contract amount will be paid after final acceptance.

**Section 152. — CONSTRUCTION SURVEY AND STAKING**

**Delete Section 152 Construction Survey and Staking in its entirety.**

### **Section 153. — CONTRACTOR QUALITY CONTROL**

**Delete Section 153 Contractor Quality Control in its entirety.**

### **Section 155. — SCHEDULE FOR CONSTRUCTION CONTRACTS**

**Delete Subsection 155.04 Preliminary Construction Schedule and replace with the following:**

The Contracting Agency will be required to coordinate efforts related to the Work covered under this Contract and as such, requires a detailed schedule which identifies key dates when Work will be performed. In particular, the Contractor shall submit a detailed Project Schedule to the Contracting Agency identifying the date(s) of mobilization to the project site, projected work progress for the bid items covered within the project, and anticipated demobilization date. The Contractor shall submit the Project Schedule to the Contracting Agency no later than 14 calendar days before mobilization to the site.

Each week that Work will be performed, the Contractor shall submit an updated Project Schedule showing the Contractor's and all Subcontractor's proposed Work activities for the next two weeks. The updated Project Schedule shall include the description, duration, and sequence of Work, along with the planned hours of Work. This updated Project Schedule shall be submitted to the Contracting Officer by the midpoint of the week preceding the scheduled Work or some other mutually agreed upon submittal time.

The Contractor shall begin and continue all Work, including mobilization, and demobilization in accordance with the Project Schedule. No adjustment to the Project Schedule shall be allowed unless explicitly granted in writing by the Contracting Agency. Schedule adjustments will be granted under extenuating circumstances including extreme weather conditions that preclude safe execution of the Work. Should weather or other conditions prevent safe execution of the Work, the Contractor and Contracting Agency shall coordinate in regards to development of a revised schedule acceptable to all parties with Work being completed as soon as possible following passage of unsafe conditions. Failure by the Contractor to adequately allocate appropriate resources including equipment, staff, and materials shall not be grounds for granting an adjustment to the Project Schedule.

All costs associated with creating the Project Schedule, delivering it to the Contracting Agency for review, and revising as necessary shall be made incidental to Section 151 Mobilization covered by the Contract.

**Delete Subsections 155.05, 155.06, 155.07, 155.08, 155.09, and 155.10**

**Section 157. — SOIL EROSION AND SEDIMENT CONTROL****Description**

**157.01** This work consists of furnishing, constructing, and maintaining soil erosion and sediment control devices to eliminate or minimize pollutants in stormwater discharges from the project.

**Material**

**157.02** If used, materials conform to the following Subsections:

Backfill material	704.03
Concrete masonry unit	725.07(c)
Fertilizer	713.03
Fiber rolls and socks	713.12
Floating turbidity curtains	713.21
Gravel bags	713.13
Mulch	713.05
Plastic lining	725.12
Prefabricated filter insert	713.20
Riprap	705.02
Rock mulch	705.07
Sandbags	713.14
Sediment filter bags	713.19
Seed	713.04
Separation and stabilization geotextile and geotextile filter	714.01(a)
Silt fence	713.16
Tackifiers	713.11(a)
Temporary culvert pipe	713.15
Temporary plastic fence	710.11
Temporary rolled erosion control products	713.17
Turf reinforcement mats	713.18
Water	725.01(b)

**Construction Requirements**

**157.03 Qualifications.** Identify Certified Erosion and Sediment Control Lead prior the commencement of Work.

**157.04 General.** Provide soil erosion and sediment control measures according to the contract erosion and sediment control plan, contract permits, Section 107, and this Section. Contract permits amend the requirements of this Section. Do not modify the type, size, or location of controls or practices without approval. All sediment and erosion control must be in compliance with the WDFW issued Hydraulic Project Approval and the USFS Temporary Use Permit (Appendix A) as well as the DOE Eastern Washington Stormwater Control Manual.

The erosion and sediment control plan reflects special concerns and measures to protect resources. An alternate erosion and sediment control or stormwater pollution prevention plan, with necessary permits, may be submitted for approval according to Subsection 104.03. Submit alternate erosion and sediment control proposals at least 30 days before their intended use.

When soil erosion and sediment control measures are not functioning as intended, take corrective action to eliminate or minimize pollutants in stormwater discharges from the project.

If wood chips are used, do not import without approval from the CO. Comply with text in the following sections if the methods are components of the erosion and sediment control plan developed.

**157.05 Controls and Limitations on Work.** Before grubbing or grading construct sediment controls around the perimeter of the project including filter barriers, diversion, and settling structures.

Limit the combined grubbing and grading operations areas to 8 acres (3.2 hectares) of exposed soil at one time.

Construct and implement soil erosion and sediment control measures as follows:

- (a) Construct temporary controls in incremental stages as construction proceeds;
- (b) Construct temporary slope drains, diversion channels, and earth berms to protect disturbed areas and slopes;
- (c) When a soil disturbing activity within a portion of the project is complete, apply permanent measures to the finished slopes and ditches within 14 days;
- (d) When a soil disturbing activity within a portion of the project has temporarily ceased, apply temporary measures within 14 days;
- (e) Construct outlet protection as soon as culverts or other structures are complete;
- (f) Construct and maintain soil erosion and sediment controls on and around soil stockpiles;
- (g) Following each day's grading operations, shape earthwork to minimize and control erosion from stormwater runoff; and
- (h) Maintain stabilized construction exits to minimize tracking of soil onto existing roads.

**157.06 Filter Barriers.** Construct silt fence, berms, and fiber rolls and socks to reduce the velocity of runoff to allow sediment to settle.

**157.07 Sediment Retention Structures.** Construct sediment retention structures of the following types:

- (a) **Temporary sediment traps.** Construct temporary sediment traps to detain runoff from disturbed areas and settle out sediment. Provide outlet protection.
- (b) **Sediment basins.** Construct sediment basins to store runoff and settle out sediment for large drainage areas. Excavate and construct sediment basins according to Section 204. Construct riser pipes according to Section 602. Provide outlet protection.

**157.08 Outlet Protection.** Construct riprap aprons or basins to reduce water velocity and prevent scour at the outlet of permanent and temporary erosion and sediment control measures. Construct riprap according to Section 251.

**157.10 Diversions.** Construct temporary channels, temporary culverts, earth berms, or sandbags to divert water around disturbed areas and slopes. Stabilize channels according to Subsection 157.11. and provide outlet protection and stream bed grade control methods to comply with the following provisions:

- (a) Work in the dry watercourse (when no natural flow is occurring in the channel, or when flow is diverted around the job site).
- (b) Remove the culvert and any imported fill. Restore the site to a similar width, depth, gradient, and substrate composition as the channel segments upstream and downstream from the crossing. Stream bed grading and

composition of any site containing an Ns or Np stream requires CO inspection and approval prior to returning flows to constructed channel.

(c) Do not return flows to the work area until all in-channel work is completed and channel bed and banks are stabilized. Return water slowly to the in-water work area to prevent downstream release of sediment. If necessary, install silt fencing above the bypass outlet to capture sediment during re-watering of the channel.

(d) Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of Ns or Np typed streams.

(e) Prevent project contaminants, such as petroleum products, hydraulic fluid, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering waters of Ns or Np typed streams.

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

(g) Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the CO.

**157.11 Waterway and Slope Protection and Stabilization.** Use one or more of the following:

**(a) Plastic lining.** Use plastic lining to protect underlying soil from erosion. Place the plastic lining loosely on a smooth soil surface free of projections or depressions that may cause the liner to puncture or tear. Lap transverse joints at least 3 feet (1 meter) in the direction of flow. Do not use longitudinal joints. Anchor the lining in place using riprap, gravel bags, or sandbags.

**(b) Riprap.** Construct riprap for channel lining according to Section 251.

**(c) Check dams.** Construct riprap, gravel bags, sandbags, fiber rolls and socks, or earth berms for temporary check dams to reduce the velocity of runoff in ditches and swales.

**(d) Rolled erosion control products.** Use rolled erosion control products to stabilize streambanks and after culvert removal and final stabilization of soils.. Install according to Section 629.

**(e) Temporary slope drains.** Use drainpipe, riprap, or plastic lined waterway for temporary slope drains to channel runoff down slopes. Channel water into the slope drain with an earth berm, gravel bag, or sandbag headwall constructed at the top of a cut or fill. Anchor slope drains to the slope. Provide outlet protection.

**157.13 Permanent Soil Stabilization.** Control erosion through soil stabilization within ten (10) days of completed permanent slopes. Use the following:

**Ground Cover:** Use locally generated slash, mulch, weed free straw, or rolled erosion control product made of 100% biodegradable material to provide **at least 80% ground cover** to bare exposed soils throughout areas of general road obliteration. Slash will be generated from clearing associated with site access and decommissioning but vegetation beyond the work corridor should not be cleared for the purposes of providing ground cover. If 80% coverage cannot be attained with slash generated from within the clearing limits, the construction officer may make a determination to waive the 80% coverage requirement.



**Banks and adjacent slopes disturbed by excavation and removal of culverts will be covered by slash, mulch, or rolled erosion control project made of 100% biodegradable materials to provide 100% ground cover to bare exposed soils.** Apply rolled erosion control product according to the manufacturer's recommendations.

**157.14 Inspection and Reporting.** Inspect erosion and sediment control measures using approved personnel. When there are no contract permits, conduct erosion and sediment control inspections at least once every 7 days.

Within 24 hours after each inspection, submit an inspection report to the CO. Include the following:

- (a) Date and time of the inspection;
- (b) Names and titles of persons making the inspection;
- (c) Summary of the inspection;
- (d) Weather since the last inspection or since the start of work, if the first inspection. For each storm event, include the beginning date and time, duration, rainfall quantity in inches (millimeters), and whether discharge occurred;
- (e) Weather and description of discharges occurring during the inspection;
- (f) Locations of discharges or other pollutants from the site;
- (g) Locations of erosion and sediment control measures that need maintenance;
- (h) Locations of erosion and sediment control measures that failed to operate as designated or proved inadequate for a particular location;
- (i) Locations where additional erosion and sediment control measures are needed; and
- (j) Other necessary corrective actions including action taken, locations, dates, and times.

**157.15 Maintenance and Cleanup.** Maintain erosion and sediment control measures in working condition until the project is complete or the measures are no longer needed. Remove sediment trapped in perimeter protection control measures before deposits reach 50 percent of the above ground height. Remove sediment from sediment retention structures when their capacity is reduced to 50 percent of design capacity. Use removed sediment in the work if acceptable or dispose of it according to Subsection 204.14.

Replace erosion and sediment control measures that cannot be maintained and those that are damaged by construction operations.

Remove and dispose of temporary erosion and sediment control measures when vegetation is satisfactorily established and drainage ditches and channels are lined and stabilized. Remove and dispose of erosion and sediment control measures according to Subsection 203.05.

Restore the ground to its natural or intended condition and provide permanent erosion control measures.

**157.16 Acceptance.** Material for erosion and sediment control measures will be evaluated under Subsections 106.02 and 106.03.

Construction, maintenance, and removal of erosion and sediment control measures will be evaluated under Subsections 106.02 and 106.04.

Separation and stabilization geotextile and geotextile filter will be evaluated under Section 207.

### **Measurement**

**157.17** Measure the Section 157 pay items listed in the bid schedule according to Subsection 109.02 and the following as applicable.

Ground Cover for permanent soil stabilization through placement of materials providing 80% cover on obliterated roadways shall be considered incidental to Road Obliteration bid items and have no unit of measurement.

Soil stabilization through the placement of rolled erosion control fabric providing 100% cover on stream banks disturbed by culvert removal shall be considered incidental to the In-Water Work Isolation bid item and have no unit of measurement.

Erosion and Water Pollution Control has no unit of measure; Lump Sum.

In-Water Work Isolation; Each. Measured by the actual number of units completed and accepted.

### **Payment**

**157.18** The accepted quantities will be paid at the contract price per unit of measurement for the Section 157 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in this Section. See Subsection 109.05.

Progress payments for Erosion and Water Pollution Control will be paid as follows:

- (a) 25 percent of the pay item amount will be paid upon installation.
- (b) An additional 50 percent of the pay item amount will be prorated based on total work complete.
- (c) The remaining portion of the pay item amount will be paid when temporary erosion control measures are removed and project area is permanently stabilized or at final acceptance.

<b>DIVISION 200 EARTHWORK</b>
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### Section 201. — CLEARING AND GRUBBING

#### Description

**201.01** This work consists of clearing for site access and road de-commissioning. Clearing will be limited to the vegetation removal necessary to de-commission roads as specified by Methods 1, 2, and 3. For Method 1, clearing limits will be 10' or less from the existing edge of the road prism unless otherwise approved by the CO. For Method 2, clearing limits will be 5' or less from the existing edge of the road prism unless otherwise approved by the CO. For Method 3, clearing will be limited to the edge of the existing road prism unless otherwise approved by the CO. The CO will initially establish the locations of work for Methods 1, 2, and 3. If flagging disappears, then it will need to be re-established by the contractor. There will be no grubbing associated with this project.

#### Material

**201.02** Conform to the following Subsections:

Backfill material	704.03
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#### Construction Requirements

**201.03 General.** Construct erosion control measures according to Section 157. Perform work within designated limits as described above.

Contractor shall not damage vegetation designated to remain in place. If damage occurs to vegetation outside of the clearing limits, repair or replace the vegetation in an acceptable manner. Where possible, preserve vegetation adjacent to bodies of water. Treat cuts or scarred surfaces of trees and shrubs with tree wound dressing.

**201.04 Clearing.** Within the clearing limits clear trees, brush, downed timber, and other vegetation as follows:

- (a) Cut trees so they fall within the clearing limits;
- (b) In areas of cut slope rounding, cut stumps flush with or below the final ground-line;
- (c) In areas outside the excavation, embankment, and slope rounding limits, cut stumps to within 6 inches (150 millimeters) of the ground; and
- (d) Trim tree branches that extend over the road surface and shoulders to attain a clear height of 20 feet (6 meters). If required, remove other branches to present a balanced appearance. Trim according to accepted tree surgery practices. Treat wounds with tree wound dressing.
- (e) If existing mature vegetation within Work Area designated for de-commissioning Method 3 can be preserved (avoided or saw cut near the ground and no grubbing), then soil de-compaction is not necessary in these Areas.

**201.06 Disposal.** All vegetation removed for site access and road de-commissioning will remain on site to be distributed evenly throughout the site as erosion control permanent ground cover.

**201.07 Acceptance.** Clearing will be evaluated under Subsection 106.02.

### **Measurement**

**201.08** Measure the Section 201 pay items listed in the bid schedule according to Subsection 109.02 and the following as applicable:

Clearing and Grubbing is to be measured by acre of completed Work.

Do not make deductions from the area computation unless excluded areas are shown in the plans.

### **Payment**

**201.09** The accepted quantities will be paid at the contract price per unit of measurement for the Section 201 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed, executed, and accepted in this Section. See Subsection 109.05.

## Section 203 - Removal of Structures and Obstructions

### Description

**203.1** This work consists of salvaging, removing, and disposing of structures and other obstructions.

203.04\_National\_7\_11\_2019

Make the following changes to Subsection 203.04(b):

### 203.04 Removing Structures

**Subsection 203.04 (b) Removing Structures is deleted in entirety and replaced with:**

Construct structurally adequate debris shields to contain debris within the construction limits as per Erosion and Sediment Control Plan submitted as part of Section 157. Culverts with active flowing water are required to be fully isolated and dewatered with a bypass prior to culvert removal. All other culverts shall be sufficiently isolated and dewatered as necessary to stay in permit compliance. Do not allow debris to enter waterways, travel lanes open to public traffic, or areas designated not to be disturbed.

Remove structures and obstructions in the roadbed to 12 inches below subgrade elevation. Remove structures and obstructions outside the roadbed to 12 inches below finished ground or to the natural stream bottom.

Except in excavation areas, backfill and compact cavities left by structure removal with backfill material to the lines and grades of the finished ground. Backfill excavated areas according to Subsection 209.09. Compact backfill according to Subsection 209.10. Upon completion of culvert removal and regrading of stream banks that require isolation and de-watering, soils exposed through excavation and backfill shall be covered 100% and stabilized through means outlined in section **157.13 Permanent Soil Stabilization**.

**203.05 Disposing of Material.** Dispose of debris, unsuitable material, and excess material as follows:

**(a) Remove from project:** Recycle or dispose of material legally out of the project area. Submit a statement documenting the nature and quantity of material processed or sold for recycling. Otherwise, submit a signed copy of the disposal agreement before disposal begins.

**203.06 Acceptance.** Removal of structures and obstructions will be evaluated visually and accepted as per documentation submitted under Subsection 203.05.

### Measurement

**203.07** Salvaging, removing, and disposing of structures and other obstructions in Section 203 are incidental to Road Obliteration and have no unit of measurement.

### **Payment**

**203.08** Payment for salvaging, removing and disposing of structures are to be considered incidental to Road Obliteration Bid Items, which shall be paid in full compensation for the work prescribed in this Section and Section 211.

## Section 211 – Roadway Obliteration

211.01\_Nat\_us\_03\_27\_2015

### 211.01 Roadway Obliteration

This work consists of the reclamation of roadways by the removal of culverts; construction of waterbars and leadoff ditches; restoration of stream channels; and seeding, fertilizing, and mulching of all disturbed areas. This work may include necessary diverting of live streams, pumping, bailing, draining, sheeting, bracing, and miscellaneous items required for execution of the work. Additionally, survey stakes depicting work locations may need to be re-established using original survey notes and/or plans. Any road segment may include one or more methods.

Roadway reclamation methods are designated as follows:

#### **Roadway Obliteration Method 1.**

##### **Description:**

Fill ditches and restore the roadway to approximate original ground contour or shape to blend with the terrain. Before placing embankment, loosen the roadbed by ripping or scarifying to the depth of eighteen (18) inches. Pull all embankments and apply the material to contour or fill ditches; or haul it to designated areas. Remove all existing culverts and drainage structures. Construct waterbars as shown on the plans. Slash is required to be scattered across obliterated roadway upon completion of ripping and regrading. Keep excavated material within the original roadway limits unless otherwise shown on the plans. In areas where a culvert does not exist, but there is a requirement to “Restore Natural Drainage” or “Reconstruct Draw/Recontour” as shown on the plans, the contractor shall obliterate the roadway in a fashion that allows for natural runoff to pass over the obliterated surface by matching grade on the upslope and downslopes of the roadway extents and appropriately grading in-between. No isolation or dewatering is required to perform “Restore Natural Drainage” or “Reconstruct Draw/Recontour”.

#### **Roadway Obliteration Method 2.**

##### **Description:**

Outslope the roadway to drain water. Fill ditches by pulling the fill shoulder toward the cutbank to outslope the roadbed and loosen the roadbed by ripping or scarifying to the depth of 18 inches to provide a seedbed and promote establishment of vegetation. Outslope the obliterated roadway a minimum of 5% greater than the existing road grade but not to exceed 20%. The CO may agree to a lessor or greater outslope if the conditions warrant. Any berms remaining along the upper or lower edges of the work zone shall be blended with the surrounding terrain. Remove all existing culverts and drainage structures. Slash is required to be scattered across obliterated roadway upon completion of ripping and regrading. If existing vegetation is preserved during site access (avoided or saw cut to base and no grubbing), then soil de-compaction is not necessary in vegetated areas designated Method 2. Construct waterbars as shown on the plans. In areas where a culvert does not exist, but there is a requirement to “Restore Natural Drainage” or “Reconstruct Draw/Recontour” as shown on the plans, the contractor shall obliterate the roadway in a fashion that allows for natural runoff to pass over the obliterated surface by matching grade on the upslope and downslopes of the roadway extents and appropriately grading in-between. No isolation or dewatering is required to perform “Restore Natural Drainage” or “Reconstruct Draw/Recontour”.

#### **Roadway Obliteration Method 3.**

**Description:**

Loosen the roadbed by excavator munching or ripping to a depth of 12-18 inches leaving the road surface in an uncompacted condition. Remove all existing culverts and drainage structures. Construct rolling dip where culverts have been removed. Slash is required to be scattered across obliterated roadway upon completion of ripping and regrading. Eliminate all ruts and low spots that could hold water. Effectively close the road by installing an earthen berm and obliterating the first 100 feet of roadway to approximate ground contour where designated. If existing vegetation is preserved during site access (avoided or saw cut to base and no grubbing), then soil de-compaction is not necessary in vegetated areas designated Method 3. In areas where a culvert does not exist, but there is a requirement to “Restore Natural Drainage” or “Reconstruct Draw/Recontour” as shown on the plans, the contractor shall obliterate the roadway in a fashion that allows for natural runoff to pass over the obliterated surface by matching grade on the upslope and downslopes of the roadway extents and appropriately grading in-between. No isolation or dewatering is required to perform “Restore Natural Drainage” or “Reconstruct Draw/Recontour”.

**211.02 Construction Requirements.**Add the following:

Limit disturbance to soils and vegetation. Slope all areas to drain and return water to natural watercourses. After removing pipes and bridges, obtain approval from CO before continuing work. Scatter slash and clearing debris on obliterated roadway.

Remove all fill material to the natural channel including bedding material and blend sideslopes to natural ground. Stream channel width after structural removal will be as shown in the plans. A uniform grade shall be constructed from the inlet to the outlet to facilitate a free draining channel for the entire length. Suitable rocky material shall be utilized to develop a natural channel.

**211.02 (a) Rigid material.**Add the following to Subsection 211.02(a) Rigid Material:

**(3) Stream Channel Crossings with culverts.** Notify the inspector a minimum of 48 hours in advance for stream channel work to ensure the inspector is present. For live stream crossings, (anticipated to be Np Culverts) install necessary sediment control measures around the stream prior to starting work in accordance with Section 157. Construct a stream diversion using pipe, a lined open channel, pumps, and/or other approved methods to dewater the crossing prior to culvert removal. Remove and dispose structures such as culverts, pipes, and bridge components according to Subsection 203.05(a), or as approved.

Upon culvert removal reconstruct the stream channel width, depth, banks and waterbars as shown on plans. Remove all bedding materials and incorporate into the surrounding recontouring work. Re-water the newly constructed channel slowly. Remove all stream diversion materials prior to final site rehab and remove the sediment control materials from the impacted stream channel.

**211.03 Road Closure Barriers-Earth Barrier.** Construct earthen barriers and drainage to prevent vehicle access as shown in the plans.

**211.04 Acceptance.** Roadway obliteration will be evaluated under Subsection 106.02.

**Measurement**

**211.05** Measure Section 211 items listed in the bid schedule according to Subsection 109.02, to be measured by:



Roadway Obliteration: by Road Mile of completed Work.

Road Closure Barrier – Earth Barrier: Each. Measured by the actual the actual number of units completed and accepted.

“Restore Natural Drainage” and “Reconstruct Draw/Recontour” are considered incidental to Roadway Obliteration bid items.

**Payment**

**211.06** The accepted quantities will be paid at the contract price per unit of measurement for the Section 211 pay items listed in the bid schedule. Payment will be full compensation for the work prescribed in the Section. See Subsection 109.05.

# **Appendix A: Project Permits**

**Washington Department of Fish and Wildlife  
HPA**

**US FOREST SERVICE Temporary Use  
Permit**

Authorization ID: WNR3052  
Contact ID: 552506010602  
Expiration Date: 03/31/2022

FS-2700 25 (REV-02/17)  
OMB NO. 0596-0082  
Use Code: 512

**U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
TEMPORARY SPECIAL - USE PERMIT  
AUTHORITY:  
ORGANIC ADMINISTRATION ACT June 4, 1897**

CHELAN COUNTY PUBLIC UTILITIES DISTRICT #1, hereinafter called the Holder, is hereby authorized to use, subject to the terms and conditions of this permit, National Forest System land identified within the unit area and described as Sec. 1 T 26 N. R 16 E and Sec. 7 T 26 N R 16 E., WILLAMETTE MERIDIAN, as shown in the attached Exhibit A: Maps.

The holder is authorized to conduct the following activities and/or install the following temporary improvements on the permitted area:

Temporary construction permit to decommission approximately 8 miles of roads in the Nason Creek area. Chelan PUD has coordinated with CCNRD and the Forest Service, and has agreed to provide funding for decommissioning of 8 miles of non-system roads in the Butcher Creek and White Pine areas of Nason Creek watershed.

See Final EA, for all mitigation measures and BMP's  
McKenzie-Beverly Transmission Line Repair and Maintenance 30-Year Programmatic Permit  
Please ensure all equipment is pressure washed or steam cleaned prior to accessing the NF.

## **TERMS AND CONDITIONS**

1. Use under this permit shall begin on 03/31/2021 and end on 03/31/2022. The permit shall not be extended.
2. The fee for this use is \$0.00 and shall be paid in advance and is not refundable.
3. The holder shall conduct the authorized activities according to the attached approved plans and specifications, Exhibit(s): N/A

4. The holder shall not install any improvements not specifically identified and approved above.
5. No soil, trees, or other vegetation may be destroyed or removed from National Forest System lands without specific prior written permission from the authorized officer.
6. The holder shall comply with all Federal, State, county, and municipal laws, ordinances, and regulations which are applicable to the area or operations covered by this permit.
7. The holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer. The holder shall fully repair and bear the expense for all damage, other than ordinary wear and tear, to National Forest System lands, roads and trails caused by the holder's activities.
8. The holder has the responsibility of inspecting the use area and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions which would pose a risk of injury to individuals. After securing permission from the authorized officer, the holder shall remove such hazards.
9. The holder shall be liable for any damage suffered by the United States resulting from or related to use of this permit, including damages to National Forest resources and costs of fire suppression.
10. The holder shall hold harmless the United States from any liability from damage to life or property arising from the holder's occupancy or use of National Forest lands under this permit.
11. The holder agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the holder of the privileges thereof.
12. This permit is subject to all valid existing rights and claims outstanding in third parties.
13. This permit may be revoked upon breach of any of the conditions herein or at the discretion of the authorized officer. Upon expiration or revocation of this permit, the holder shall immediately remove all improvements except those owned by the United States and shall restore the site within 30 day(s), unless otherwise agreed upon in writing. If the holder fails to remove the improvements, they shall become the property of the United States, but that will not relieve the holder of liability for the cost of their removal and restoration of the site.
14. This permit is a license for the use of federally owned land. It does not grant any interest in real property. This permit is not transferable. The holder shall not enter into any agreements with third parties for occupancy of the authorized premises and improvements.
15. Appeal of any provisions of this permit or any requirements thereof shall be subject to the appeal regulations at 36 CFR 214, or revisions thereof.
16. This permit is accepted subject to the conditions set forth herein.

17. SURVEY AND MANAGE SPECIES AND THEIR HABITAT. The location of sites within the permit area occupied by survey and manage species or their habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. The survey and manage species and survey and manage standards and guidelines were established in the 1994 Northwest Forest Plan amendments to all Forest Service land and resource management plans in western Oregon and Washington and northern California, as amended by the January 2001 Record of Decision (2001 ROD). The list of survey and manage species in the 2001 ROD has been amended and is subject to periodic amendment by the Forest Service. Per the 2001 ROD, before conducting habitat-disturbing activities in the permit area, the holder shall perform a survey and shall implement appropriate survey and manage standards and guidelines identified by the authorized officer to provide for a reasonable assurance of species persistence. Discovery by the holder or the Forest Service of other sites within the permit area containing survey and manage species or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

17. The above clauses shall control if they conflict with additional clauses or provisions.

I have read and understand the terms and conditions and agree to abide by them.

HOLDER

U. S. DEPARTMENT OF AGRICULTURE

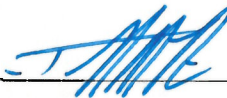
Forest Service

Name:



Daniel Frazier  
Director-Shared Services  
Public Utility District No.1 of Chelan County

Name:



JEFFERY A. RIVERA  
District Ranger  
(Authorized Officer)

Date:

3/26/21

Date:

09 APR 21

## **Burden and Non-Discrimination Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information

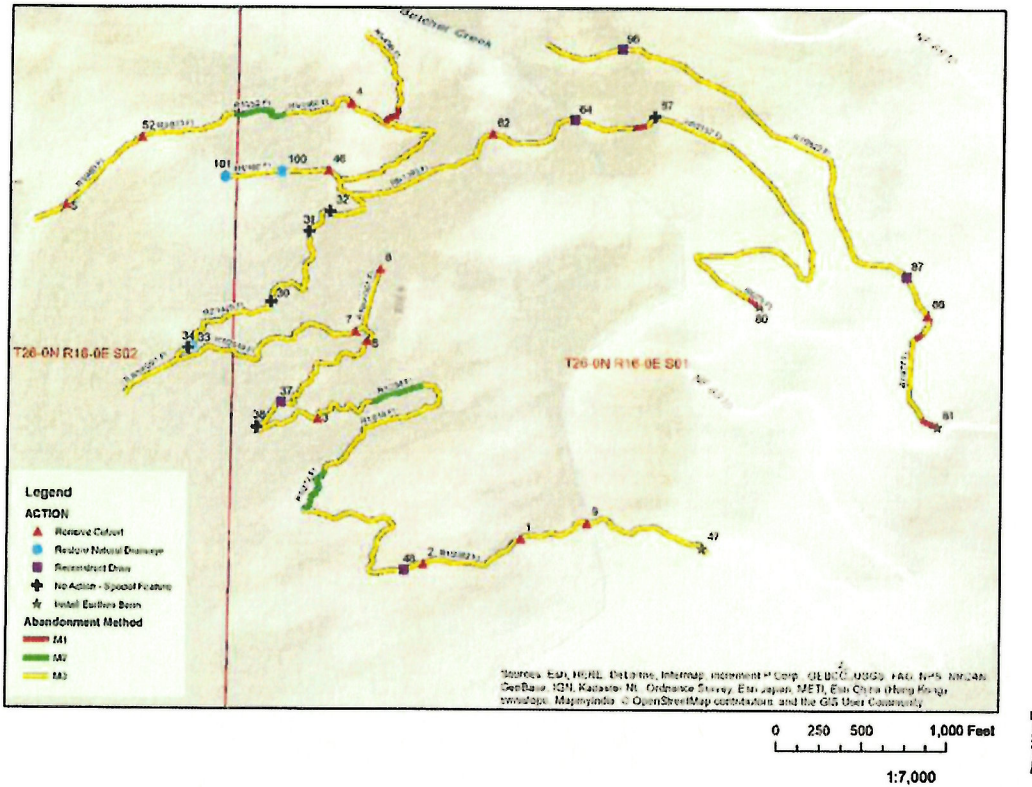
The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

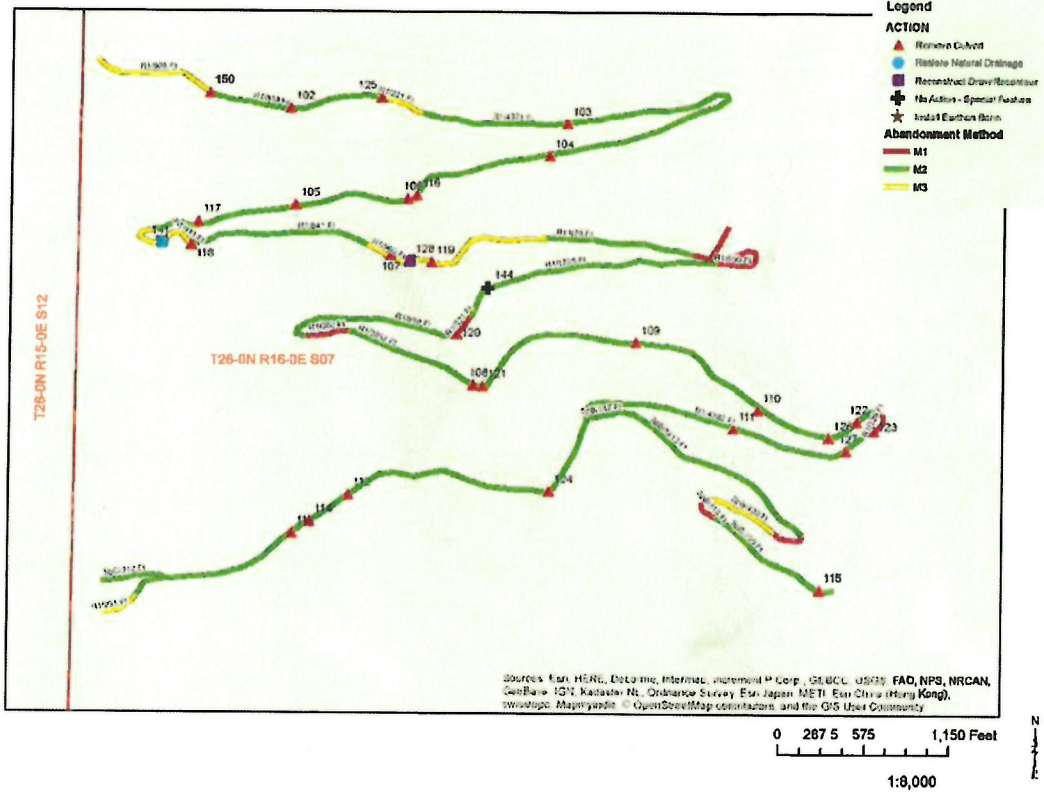
## **Exhibit A: Maps**

Nason Creek Road Abandonment Project  
S1 T26N R16E



S7 T26N R16E

# Nason Creek Road Abandonment Project







# HYDRAULIC PROJECT APPROVAL

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

Issued Date: November 01, 2019  
Project End Date: October 30, 2024

Permit Number: 2019-2-155+01  
FPA/Public Notice Number: N/A  
Application ID: 19513

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PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Chelan County Natural Resources Dept ATTENTION: Mike Kaputa 411 Washington St Wenatchee, WA 98801-2854	Wenatchee Valley Planning ATTENTION: Jennifer Hadersberger 70 Wedge View Lane Leavenworth, WA 98826

**Project Name:** Nason Creek Culvert Removal and Bank Restoration



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**Project Description:** The Nason Creek Culvert Removal and Bank Restoration Project will remove 33 culverts from tributaries to Nason creek and restore the stream banks. As part of this project, 8 miles of non-system roads will also be de-commissioned to reduce the risk of failure and to reduce aquatic impacts to habitat in the Nason creek watershed. This project will de-commission 3.66 miles of non-system roads in Township 26 North Range 16 East Sections 1 and 2 which are accessed via USFS road 6910. This project will also de-commission 4.35 miles of non-system roads in Township 26 North Range 16 East Section 7 which is accessed via USFS road 6950 White Pine Road. See attached location maps of the project area (Figures 1 and 2; all Figures are included in Attachment A). Figures 3-6 depict the proposed action and typical drawings.

In Sections 1 and 2, approximately 19,312' of road will be de-commissioned following USFS typical methods depicted in Figure 3. In Section 7, approximately 22,961' of road will be de-commissioned following USFS typical methods depicted in Figure 3. Figures 4 and 5 show the location of the proposed treatment types within Sections 1, 2, and 7, respectively. Tables 1 and 2 (attached) describe the length of each treatment segment, the total length of each type of de-commissioning method, and the location and number of culverts to be removed. In total, 13 pipes will be removed from Sections 1 and 2 and 27 pipes will be removed from Section 7. Figures 9 and 10 depict the location of these pipes and differentiate between which pipes are road drainage relief pipes and which pipes are culverts that convey stream flow. In total, there are 33 culverts that will be removed from streams for this project. For the purposes of calculating removal volumes and areas, the top of the pipe has been assumed to be the Ordinary High Water elevation. See Tables 1-3 (Attachment D) for an estimate of each pipe size and the removal volumes and area calculations.

All disturbed areas will be re-seeded with the following native species\*:

Blue Wildrye, *Elymus glaucus*

Mountain Brome, *Bromus carinatus/marginatus*

Mt. Stuart Bluegrass, *Poa curtifolia*

Western Yarrow, *Achillea millefolium*

\*Seed mix was specified by Lauri Malmquist, USFS Botanist, Leavenworth district

There are several active areas of erosion within Section 7 where the road prism has failed due to steep slopes, drainage patterns, treefall, and boulders tumbling down the hillside. The intent of this project is to de-commission these road beds that are not maintained to reduce the risk of catastrophic failure. This will include removing culverts that are currently clogged or damaged and re-construction of the stream ravine to match adjacent contours. This work will also include roughening up the existing road bed to promote infiltration and restore the natural stream hydrograph.

Construction equipment may include, but is not limited to, a track hoe, pumping equipment, dump truck, excavator, and hand tools. Equipment access routes will travel along an existing road network. Most of the construction avoids tree (tree species >8" dbh) removal. To access to the culvert removals and re-grading, equipment will sit on the existing road bed in order to minimize removal of existing vegetation and to minimize impacts to soils on site.

## PROVISIONS

TIMING - PLANS - INVASIVE SPECIES CONTROL



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1. **TIMING LIMITATION:** You may begin the project on August 1, 2020 and you must complete the project by October 30, 2024; provided: all work is done in the dry, isolated from flowing water.
2. **RE-VEGETATION:** You must complete re-vegetation by no later than October 31, 2020, and you must monitor the success of the re-vegetation through October 30, 2024.
3. **APPROVED PLANS:** You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled *NasonRoadsJARPAFinal.pdf*, received on September 25, 2019, and *DraftDesignPlansNasonRoads.pdf*, emailed on October 10, 2019, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
4. **INVASIVE SPECIES CONTROL:** Follow Level 1 Decontamination protocol for low risk locations. Thoroughly remove visible dirt and organic debris from all equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets and undercarriage) before arriving and leaving the job site to prevent the transport and introduction of invasive species. Properly dispose of any water and chemicals used to clean gear and equipment. For contaminated or high risk sites please refer to the Level 2 Decontamination protocol. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.

## NOTIFICATION REQUIREMENTS

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

## STAGING, JOB SITE ACCESS, AND EQUIPMENT

9. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
10. Use existing roadways or travel paths.
11. Clearly mark boundaries to establish the limit of work associated with site access and construction.



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12. Limit the removal of native bankline vegetation to the minimum amount needed to construct the project.
13. Retain all natural habitat features on the bed or banks including large woody material and boulders. You may move these natural habitat features during construction but you must place them near the preproject location before leaving the job site.
14. Confine the use of equipment to the specific access and work corridor shown in the approved plans.
15. Station and operate equipment used for this project landward of the ordinary high water line.
16. If wet or muddy conditions exist, in or near a riparian zone or wetland area, use equipment that reduces ground pressure.
17. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

## CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

18. Work in the dry watercourse (when no natural flow is occurring in the channel, or when flow is diverted around the job site).
19. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.
20. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.
21. Straw used for erosion and sediment control, must be certified free of noxious weeds and their seeds.
22. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.
23. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.
24. Route construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.
25. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.
26. Deposit all trash from the project at an appropriate upland disposal location.

## CONSTRUCTION MATERIALS

27. Store all construction and deconstruction material in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
28. Do not stockpile construction material waterward of the ordinary high water line.

## WATER CROSSING REMOVAL

29. Remove the culvert in the dry or in isolation from the stream flow by using a bypass channel or culvert, or by pumping the stream flow around the work area. The Washington Department of Fish and Wildlife may grant exception if removing the culvert in the flowing stream reduces siltation or turbidity.
30. Remove the culvert and any imported fill. Remove all earth and roadbed materials prior to removing a stream crossing. Restore the site to a similar width, depth, gradient, and substrate composition as the channel segments upstream and downstream from the crossing.
31. Remove all the components of a culvert crossing (approach material, sills, stringers, deck, riprap, guardrails, etc.).



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32. Restore the site to the original contours or a configuration approved by the Washington Department of Fish and Wildlife. There must be no vertical drops in the streambed within the project area greater than 0.5 feet.

### DEMOBILIZATION AND CLEANUP

33. Do not relocate removed or replaced structures within waters of the state. Remove and dispose of these structures in an upland area above the limits of anticipated floodwater.

34. Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent possible.

35. To minimize sediment delivery to the stream or stream channel, do not return in-stream flows to the work area until all in-channel work is completed and the bed and banks are stabilized.

36. Seed areas disturbed by construction activities with a native seed mix suitable for the site that has at least one quick-establishing plant species.

37. Replace native riparian zone and aquatic vegetation, and wetland vascular plants (except noxious weeds) damaged or destroyed by construction using a proven methodology.

38. Complete replanting of riparian vegetation during the first dormant season (late fall through late winter) after project completion per the approved plan. Maintain plantings for at least three years to ensure at least eighty percent of the plantings survive. Failure to achieve the eighty percent survival in year three will require you to submit a plan with follow-up measures to achieve requirements or reasons to modify requirements.

39. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.

40. Return water flow slowly to the in-water work area to prevent the downstream release of sediment laden water. If necessary, install silt fencing above the bypass outlet to capture sediment during re-watering of the channel.

41. Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.

LOCATION #1:		Site Name: White Pine road White Pine Road, Leavenworth, WA 98826				
WORK START:		August 1, 2020		WORK END:		October 30, 2024
<u>WRIA</u>		<u>Waterbody:</u>		<u>Tributary to:</u>		
45 - Wenatchee		Nason Creek (rb)		Wenatchee River		
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	07	26 N	16 E	47.462758	-120.5355347	Chelan
<u>Location #1 Driving Directions</u>						
From Hwy 2, drive south on White Pine road. Cross Nason creek and drive until there is a little spur on your left with a locked gate.						
LOCATION #2:		Site Name: Butcher Creek Butcher Creek Road USFS road 6910, Leavenworth, WA 98826				
WORK START:		August 1, 2020		WORK END:		October 30, 2024



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<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
45 - Wenatchee		Nason Creek (rb)			Wenatchee River	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	02	26 N	16 E	47.4644079	-120.4754999	Chelan
<u>Location #2 Driving Directions</u>						
From Hwy 2, head north on Butcher creek road USFS road 6910 which is located just east of the Nason creek rest area.						

## APPLY TO ALL HYDRAULIC PROJECT APPROVALS

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

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

This Hydraulic Project Approval does not authorize trespass.

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

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

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



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FPA/Public Notice Number: N/A  
Application ID: 19513

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

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

## APPEALS INFORMATION

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

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



# HYDRAULIC PROJECT APPROVAL

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

Issued Date: November 01, 2019  
Project End Date: October 30, 2024

Permit Number: 2019-2-155+01  
FPA/Public Notice Number: N/A  
Application ID: 19513

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

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

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

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

Habitat Biologist      Amanda.Barg@dfw.wa.gov  
Amanda Barg            509-429-9285

*Amanda R Barg* for Director  
WDFW



# **Appendix B: USFS Northwest Region Fire Protection and Suppression**

**Pacific Northwest Region  
Fire Protection and Suppression**

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1. Fire Period and Closed Season

Specific fire prevention measures are listed below and shall be effective for the period April 1 to October 31 of each year. The Forest Service may change the dates of the said period by advance written notice if justified by unusual weather or other conditions. Required tools and equipment shall be kept currently in serviceable condition and immediately available for initial attack on fires.

2. Fire Plan

Before starting any operations on the project, the Contractor, Permittee, Licensee, or Purchaser, hereinafter referred to as the "Contractor," shall prepare a fire plan in cooperation with the Contracting officer providing for the prevention and control of fires in the project area.

The Contractor shall certify compliance with fire protection and suppression requirements before beginning operations during the fire period and closed season, and shall update such certification when operations change.

3. Substitute Measures

The Contracting officer may by written notice, authorize substitute measures or equipment or may waive specific requirements during periods of low fire danger.

4. Emergency Measures

The Forest Service may require emergency measures, including the necessary shutting down of equipment or portions of operations in the project area during periods of fire emergency created by hazardous climatic conditions.

5. Fire Control

The Contractor shall, independently and in cooperation with the Forest Service, take all reasonable action to prevent and suppress fires in a project area. Independent initial action shall be prompt and shall include the use of all personnel and equipment available in the project area.

For the purpose of fighting forest fires on or in the vicinity of the project, which are not caused by the Contractor's operations, the Contractor shall place employees and equipment temporarily at the disposal of the Forest Service. Any individual hired by the Forest Service will be employed in accordance with the Interagency Pay Plan for Emergency Firefighters. The Forest Service will compensate the Contractor for equipment rented at fire fighting equipment rates common in the area or at prior agreed to rates.

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6. Compliance with State Forest Laws

Listing of specific fire precautionary measures herein is not intended to relieve the Contractor in any way from compliance with the State Fire Laws covering fire prevention and suppression equipment, applicable to operations under this contract, permit or license.

7. Fire Precautions

Specific fire precautionary measures are as follows:

a. Smoking and Open Fires

Smoking and fires shall be permitted only at the option of the Contractor. The Contractor shall not allow open fires on the project area without advance permission in writing from the Forest Service.

Unless restricted by State Law or Federal Regulation, smoking shall be permitted only in such portions of the project area that are free of flammable material. Smokers shall sit down to smoke in such a position that any burning material will fall within a cleared area, and shall extinguish and press out in mineral soil all burning material before leaving the cleared area.

b. Fire Extinguishers and Equipment on Trucks, Tractors, etc.

All power-driven equipment operated by the Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 BC, and one "D" handled or long handled round point shovel, size "O" or larger. In addition, each motor patrol, truck, and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

Equipment shall be kept in a serviceable condition and shall be readily available.

c. Power Saws

Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long-handled round point shovel, size "o" or larger. The extinguisher shall be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within one (1) minute.

d. Extinguishers

One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on the project area that is protected and readily available.

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e. Spark Arresters and Mufflers

Each internal combustion engine shall be equipped with a spark arrester meeting either (1) USDA Forest Service Standard 5100-1a, or (2) appropriate Society of Automotive Engineers (SAE) recommended practice J335 (b) and J350 (a) as now or hereafter amended unless it is:

- (1) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.
- (2) A passenger-carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory-designed muffler complete with baffles and an exhaust system in good working condition.
- (3) A heavy truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

f. Emergency Fire Precautions

The Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels listed below. The Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to the Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels.

**Industrial Fire Precautions Schedule**

Level Industrial Fire Precaution (IFPL)

- I. Closed season- Fire Precaution requirements are in effect. A fire watch/security is required at this and all higher levels unless otherwise waived.
- II. Partial hoot-owl- The following may operate only between the hours of 8 p.m. and 1 p.m., local time:
  - a. power saws, except at loading sites;
  - b. cable yarding;
  - c. blasting;
  - d. welding or cutting of metal.
- III. Partial shutdown- The following shall be prohibited except as indicated:

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Cable Yarding – except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m., local time, when all block and moving lines, except the line between the carriage and the chokers, are suspended 10 feet above the ground.

Power Saws – except power saws may be used at loading sites and on the tractor/skidder operations between the hours of 8 p.m. and 1 p.m., local time.

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m., local time:

- a. tractor/skidder operations;
- b. mechanized loading and hauling of any product or material;
- c. blasting;
- d. welding or cutting of metal;
- e. any other spark-emitting operation not specifically mentioned.

IV. General shutdown – All operations are prohibited.

The following definitions shall apply to those Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed Season (Fire Precautionary Period): That season of the year when a fire hazard exists as declared by the responsible agency official.

Contracting officer: The person executing the contract, permit or license on behalf of the Government and includes that person's designated representative, acting within the limits of their authority or the duly appointed successor to the individuals.

Loading sites/woods site/project area: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Low hazard area: Means any area where the responsible agency representative (WDNR, ORF, BIA, BLM) determines the combination of elements reduces the probability of fire starting and/or spreading.

Tractor/skidder operations: Include a harvesting operation, or portion of a harvesting operation, where tractors, skidders, or other harvesting equipment capable of constructing fireline, are actively yarding forest products and can quickly reach and effectively attack a fire start.

Waivers, written in advance, may be used for any and all activities. Activities for which waivers may be issued include, but are not limited to:

- a. mechanized loading and hauling;
- b. road maintenance such as sprinkling, graveling, grading, and paving;

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- c. cable yarding using gravity systems or suspended lines and blocks, or other yarding systems where extra prevention measures will significantly reduce the risk of fire;
- d. power saws at loading sites or in felling and bucking where extra prevention measures will significantly reduce the risk of fire;
- e. maintenance of equipment (other than metal cutting and welding) or improvements such as structures, fences, and powerlines.

Such waiver, or substitute precautions will prescribe measures to be taken by the Contractor to reduce the risk of ignition, and/or the spread of fire. The Contracting officer shall consider site-specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. The Contractor shall assure that all conditions of such waivers or substitute precautions are met.

The Contractor shall obtain the predicted Industrial Fire Precaution Level daily, prior to the start of work, from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than the original prediction, the Forest Service will inform the Contractor when changes in restrictions or industrial precautions are made.

**NOTE:** The IFPL system does not apply on lands protected by ODF east of the summit of the Cascades.

Where hauling involves transit through more than one shutdown/regulated use area, the precaution level at the woods loading site shall govern the level of haul restriction, unless otherwise prohibited by other than industrial precaution level system.

8. Fire Tools

The contractor shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters one inch high. It shall contain a minimum of:

- a. 2 axes or Pulaski's with a 32-inch handles;
- b. 3 adze eye hoes, one Pulaski may be substituted for one adze eye hoe;
- c. 3 long-handled, round point shovels, size "o" or larger.

9. Fire Security

When the Industrial Fire Precaution Level is "I" or higher, unless a waiver is granted, the Contractor shall designate a person who shall perform fire security services listed below on the project area and vicinity. The designated person shall be capable of operating the Contractor's communications and fire fighting equipment specified in the contract, excluding helicopters and of directing the activities of the Contractor's personnel on forest fires. In lieu of having the designated person perform the required supervisory duties, the

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Contractor may provide another person meeting the qualifications stated above to direct the activities of Contractor's personnel and equipment during all firefighting activities.

Services described shall be for at least one hour from the time the Contractor's operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal, are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to project area.

10. Blasting

Whenever the Industrial Fire Precaution Level is "I" or greater, a fire security person equipped with a long handled, round point, No. "O" or larger, shovel, and a five-gallon backpack pump can filled with water will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service in writing, in an area of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without written permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

11. Additional Fire Precautionary Measure 1- Tank Truck

Contractor shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, loading, land clearing, right-of-way clearing and mechanical treatment of slash. A tank truck or trailer will not be required if power saw falling and bucking is the only operation. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each project area during fire period and closed season.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a 1/4 inch nozzle tip, through a 50 foot length of rubber lined hose. In addition, 500 feet of serviceable fabric jacket rubber lined hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of 1/4 inch diameter and a spray pattern shall be immediately available for use. The tank, pump and at least 250 feet of hose and nozzle shall be connected and ready for use at all times.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours. Tank truck or trailer shall be available from the start of work to the end of the Fire Watch/Fire Security service.

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12. Additional Fire Precautionary Measure 2 - Communications

The Contractor shall provide adequate to-way communication facilities to report a fire to Forest Service within 15 minutes of detection. FCC Regulations prohibit commercial use of Citizen Band (CB) radios. (CB's are not considered adequate two-way communications). Such communications shall be operable during periods of operation of power-driven equipment; including the time fire security is required.

***USDA Forest Service – Region 6***

**Fire Plan**

(For use with forms R6-FS-6300-50, R6-FS-6300-51, and R6-FS-6300-52)

Contractor \_\_\_\_\_ Contract Number \_\_\_\_\_

Project Name \_\_\_\_\_ Contract Performance Period \_\_\_\_\_

Contractor's Representative for Fire Matters

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	
		<u>Office</u>	<u>Residence</u>
_____	_____	_____	_____

Contracting Officer's Representative

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	
		<u>Office</u>	<u>Residence</u>
_____	_____	_____	_____

Forest Service Inspector(s)

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	
		<u>Office</u>	<u>Residence</u>
_____	_____	_____	_____

Action by Contractor

The contractor shall take all reasonable and practical action to prevent and suppress fires in the project area. The Contractor shall take suppression action immediately upon discovery of or becoming aware of such fire.

Action by Forest Service

The forest service may counsel with the Contractor on suppression action and will, when necessary, supplement the Contractor's efforts by furnishing personnel and equipment not available to the Contractor. In the event that a fire is not suppressed by the Contractor and will require appreciable reinforcements, the Forest Service



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may take over suppression of the fire and may employ the Contractor's Personnel and equipment.

Fire Prevention and Suppression

Predicted fire precautions class may be obtained from the following local sources:

The Contractor has employed or designated the following named individual(s) as fireguard, whose duty is the detection and suppression of fires:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	
		<u>Office</u>	<u>Residence</u>
_____	_____	_____	_____
_____	_____	_____	_____

Contractor will [ ], will not [ ], permit employees to smoke while in the project area. Open fires will [ ], will not [ ], be permitted by the contractor. Although these activities may be permitted by the Contractor, it is understood that neither shall be allowed without being authorized in writing by the Contracting Officer's Representative.

Fires shall be reported to one of the following Forest Service employees:

<u>Name</u>	<u>Title</u>	<u>Telephone Number</u>	
		<u>Office</u>	<u>Residence</u>
_____	_____	_____	_____
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Contractor's Employees Possessing Special Fires Qualifications

<u>Name</u>	<u>Best Fire Assignment</u>	<u>Other</u>
<u>Qualifications</u>		

Total number of employees who could perform firefighting duties \_\_\_\_\_

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Contractor's Equipment Available for Firefighting

Description, Type Make, Model, Size	Number Units	Location
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Joint Preparation of this fire plan is acknowledged:

\_\_\_\_\_  
Contractor or Designated Representative

\_\_\_\_\_  
Contracting Officer's Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_