

CONTRACT PROVISIONS

Kahler Creek Alluvial Water Storage Project

April 2025
Revised 4/28/25



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

PAGE LEFT BLANK INTENTIONALLY

Chelan County Natural Resources Department

Kahler Creek Alluvial Water Storage Project

Bid Opening: Tuesday, May 27th, 2025 at 11:00 AM PDT

Notice to All Plan Holders:

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

Contracting Agency:

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

Contracting Officer

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

Project Manager:

Christina Barrineau
County Natural Resources Department
411 Washington St., Suite 201
Wenatchee, WA 98801
Phone: 509-670-6988
Email: christina.barrineau@co.chelan.wa.us

Project Engineer:

Nic Truscott
Natural Systems Design
Phone: 360-296-0019
Email: nic@naturaldes.com

PAGE LEFT BLANK INTENTIONALLY

TABLE OF CONTENTS

<u>SECTION TITLE</u>	<u>PAGE NUMBER</u>
BID SUBMITTAL PACKAGE	
BIDDING CHECKLIST	9
BIDDING INSTRUCTIONS	11
INVITATION TO BID	13
BID PROPOSAL FORM	18
BID PROPOSAL DECLARATION	19
BID PROPOSAL BOND	21
BIDDER INFORMATION	23
NON-COLLUSION DECLARATION	25
SUBCONTRACTOR LIST	27
CERTIFICATION REGARDING DEBARMENT	29
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES	32
CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE TRAINING	34
BONDING AND CLAIMS	36
CONSTRUCTION CONTRACT PACKAGE	
AGREEMENT	40
PERFORMANCE AND PAYMENT BOND	42
NOTICE OF AWARD	44
NOTICE TO PROCEED	46
CERTIFICATE OF SUBSTANTIAL COMPLETION	50
CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS	53
CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS	55
CONSENT OF SURETY TO FINAL PAYMENT	57
SPECIAL PROVISIONS	
DIVISION 1 GENERAL REQUIREMENTS	63
DIVISION 2 EARTHWORK	106
DIVISION 8 MISCELLANEOUS CONSTRUCTION	110
APPENDICES	
APPENDIX A: PREVAILING WAGES	
APPENDIX B: PROJECT PERMITS	
APPENDIX C: CONTRACT DRAWINGS	
APPENDIX D: APPROVED THINNING PRESCRIPTION	

PAGE LEFT BLANK INTENTIONALLY

BID SUBMITTAL PACKAGE

PAGE LEFT BLANK INTENTIONALLY

BIDDING CHECKLIST

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

Please check to make sure you have accomplished the following:

- ☐ Has bid bond or certified check been enclosed with your bid?
- ☐ Is the amount of the bid guaranty at least five (5) percent of the total amount of the bid?
- ☐ Has the proposal been properly signed?
- ☐ Have you bid on ALL ITEMS and ALL SCHEDULES?
- ☐ Have you completed the Bidder's Information Sheet?
- ☐ Have you included the Non-Collusion Declaration?
- ☐ Have you completed the Subcontractors List?
- ☐ Have you completed the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions?
- ☐ Have you completed the Certification of Compliance with Wage Payment Statutes?
- ☐ Have you completed the Certification of Compliance with Prevailing Wage Training?
- ☐ Have you completed the form regarding Bonding and Claims?
- ☐ Have you certified receipt of addenda?
- ☐ Have you provided any required relevant prequalification documentation as outlined in section 1-02.1?

PAGE LEFT BLANK INTENTIONALLY

BIDDING INSTRUCTIONS

A. BID OPENING

The Chelan County Board of County Commissioners will open sealed bids and publicly read them aloud on Tuesday, May 27th, 2025 at 11:00 AM PDT or as soon thereafter as the matter may be heard, at the Board of Commissioners Office, Chelan County Administration Building, 400 Douglas Street Suite 201, Wenatchee, Washington, for the implementation of Chelan County Natural Resources Department Project Kahler Creek Alluvial Water Storage Project in Chelan County. Sealed bids must be received by the Clerk of the Board of County Commissioners in a sealed envelope clearly marked “**Bid for Kahler Creek Alluvial Water Storage 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 Declaration;
4. Bid Proposal Bond (in lieu of cashier's check, or certified check, a Bid Proposal bond must be executed by the Bidder and the Bidder's Surety.);
5. Bidder Information Sheet;
6. Non-Collusion Declaration;
7. Subcontractors List;
8. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions;
9. Certification of Compliance with Wage Payment Statutes;
10. Certification of Compliance with Prevailing Wage Training; and
11. Bonding and Claims Information.
12. Any required relevant prequalification documentation as outlined in section 1-02.1.

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

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

C. CLARIFICATION OF BID

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

D. BID BOND

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

E. BID REVIEW AND EVALUATION

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

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

F. CONTRACT DOCUMENTS FOLLOWING AWARD

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

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

G. CANCELLATION BY COUNTY

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

INVITATION TO BID

Kahler Creek Alluvial Water Storage Project

Sealed bids will be received by Chelan County at the Board of County Commissioners Chambers, Chelan County Administration Building, 400 Douglas Street, Wenatchee, Washington until Tuesday, May 27th, 2025 at 11:00 AM PDT for the Chelan County Natural Resources Project, “**Kahler Creek Alluvial Water Storage Project**”.

Chelan County Natural Resources Project: Kahler Creek Alluvial Water Storage Project, Chelan County, WA. This contract provides for the installation of hand-built and machine built Engineered Log Jams (ELJs) and other improvements on Kahler Creek between river mile 0.1 and 0.6. This work includes, but is not limited to: installation, maintenance and restoration of temporary construction access routes and staging areas; temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; furnishing of woody material for construction of ELJs through on-site harvest and/or import of woody material; temporary erosion and sediment control; temporary water management for construction of ELJs; construction of ELJs; dewatering and fish protection within isolated work areas; streambed and bank restoration; construction surveying required to perform the aforementioned tasks; and all other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto.

All work below ordinary-high water mark shall occur between the dates of July 1st-July 31st, 2025. Upland work may begin June 23rd, 2025, and the project must be substantially complete no later than August 8th, 2025. The estimated range of probable cost is \$256,000.00- \$283,000.00 excluding WSST.

A **Mandatory** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on Wednesday, April 23rd, 2025 11:00 A.M. Attendees should meet at the Nason Creek Rest Area, 17458 Highway 2, Lake Wenatchee, WA 98826. A minimum of one representative from each Prime Contractor that intends to submit a bid is required to attend.

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

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

All bids shall be marked “KAHLER CREEK ALLUVIAL WATER STORAGE PROJECT” on the outside of the envelope. The Board of County Commissioners reserves the right to reject any or all bids for cause.

BOARD OF CHELAN COUNTY COMMISSIONERS

Dated this _____ day of _____, 2025

BOARD OF CHELAN COUNTY COMMISSIONERS

SHON SMITH, CHAIRMAN

ATTEST: ANABEL TORRES

KEVIN OVERBAY, COMMISSIONER

Clerk of the Board

BRAD HAWKINS, COMMISSIONER

PAGE LEFT BLANK INTENTIONALLY

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

PAGE LEFT BLANK INTENTIONALLY

BID PROPOSAL FORM**Kahler Creek Alluvial Water Storage 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:

KAHLER CREEK ALLUVIAL WATER STORAGE PROJECT BASE BID						
Item	Spec #	Description	Unit	Quantity	Unit Price	Total Price
1	1-09.7	MOBILIZATION	L.S.	1		
2	8-05	TEMPORARY ACCESS AND STAGING	L.S.	1		
3	8-19	ELJ- MACHINE CONSTRUCTED	EA	3		
4	8-19	ELJ- HAND CONSTRUCTED	EA	9		
5	8-31	SITE ISOLATION AND DEWATERING	L.S.	1		
6	8-19	WOOD PROCUREMENT & HARVEST	L.S.	1		
7	8-02	SEEDING AND MULCHING	ACRE	4.2		
Base Bid Total						

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

PRINT BIDDER NAME

DATE

SIGNATURE OF PRINCIPAL OR OFFICER

BID PROPOSAL DECLARATION

To the Chelan County Board of County Commissioners:

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

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

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

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

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

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

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

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

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

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

STATE REGISTRATION NUMBER	STATE UBI NUMBER
---------------------------	------------------

PAGE LEFT BLANK INTENTIONALLY

BID PROPOSAL BOND

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

This contract provides for the installation of hand-built and machine built Engineered Log Jams (ELJs) and other improvements on Kahler Creek between river mile 0.1 and 0.6. This work includes, but is not limited to: installation, maintenance and restoration of temporary construction access routes and staging areas; temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; furnishing of woody material for construction of ELJs through on-site harvest and/or import of woody material; temporary erosion and sediment control; temporary water management for construction of ELJs; construction of ELJs; dewatering and fish protection within isolated work areas; streambed and bank restoration; construction surveying required to perform the aforementioned tasks; and all other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto.

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

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

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

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

PRINT PRINCIPAL'S NAME

PRINT SURETY'S NAME

SIGNATURE: AUTHORIZED PRINCIPAL/OFFICER

SIGNATURE: SURETY/AUTHORIZED
AGENT

ATTORNEY-IN-FACT, SURETY

PAGE LEFT BLANK INTENTIONALLY

BIDDER INFORMATION

PROJECT: Kahler Creek Alluvial Water Storage Project

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

CONTRACTOR:

NAME (Exactly as Registered)

TELEPHONE NO.

ADDRESS

CITY

STATE

ZIP

REGISTRATION NO.

EXPIRATION
DATE

FEDERAL TAX ID

UBI NO.

SOLE PROPIERTORSHIP ☐ PARTNERSHIP ☐ CORPORATION ☐

JOINT VENTURE ☐ LLC ☐

PRINCIPALS:

LIST OF SIMILAR PROJECTS COMPLETED BY CONTRACTOR PURSUANT WITH SECTION 1-02.1 REQUIREMENTS (USE ADDITIONAL SHEET IF NECESSARY)

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

PAGE LEFT BLANK INTENTIONALLY

NON-COLLUSION DECLARATION

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

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

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

Business Name _____

Date _____

By _____
(Authorized Signature)

(Name and Title)

NOTICE TO ALL BIDDERS

To report bid rigging activities call: 1.800.424.9071

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

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

PAGE LEFT BLANK INTENTIONALLY

SUBCONTRACTOR LIST

Prepared in compliance with RCW 39.30.060 as amended

Chelan County requires the bidder to submit the names of all subcontractors whose subcontract amount exceeds 10 percent of the contract price for all contracts exceeding \$100,000. Bidders shall complete Section A below, as appropriate, with the bid proposal or within 1 hour of the bid time. For contracts exceeding \$1,000,000, the bidder shall also submit the names of all subcontractors that will perform HVAC (heating, ventilation, and air conditioning) work, electrical work, structural steel installation, or rebar installation, in accordance with RCW 39.30.060, regardless of whether the contract amount exceeds 10 percent of the contract price.

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

SECTION A. OWNER REQUIRED SUBCONTRACTOR LIST

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

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

Name _____
Title. _____
Signature _____

OR There are subcontractors that meet the above requirements.

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

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

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

PAGE LEFT BLANK INTENTIONALLY

CERTIFICATION REGARDING DEBARMENT

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

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE

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

Business Name _____

Date _____

By _____
(Authorized Signature)

(Name and Title)

INSTRUCTIONS FOR CERTIFICATION

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

PAGE LEFT BLANK INTENTIONALLY

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

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

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

BIDDER’S BUSINESS NAME

SIGNATURE OF AUTHORIZED OFFICIAL*

PRINTED NAME

TITLE

DATE

CITY

STATE

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

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

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

PAGE LEFT BLANK INTENTIONALLY

CERTIFICATION OF COMPLIANCE WITH PREVAILING WAGE TRAINING

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

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

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

BUSINESS NAME

UNIFIED BUSINESS IDENTIFIER (UBI)

SIGNATURE OF AUTHORIZED OFFICIAL*

PRINTED NAME

**Check one option below and provide details*

Option A ☐ Labor and Industries Prevailing Wage Training Completion

L&I Prevailing Wages Training Completion Date

Option B ☐ Exemption from Training Requirement

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

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

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

PAGE LEFT BLANK INTENTIONALLY

BONDING AND CLAIMS

BONDING COMPANY NAME (Exactly as Registered)

ADDRESS

CITY

STATE

ZIP

REGISTRATION BOND NO.

\$

AMOUNT

EXPIRATION DATE

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

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

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

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

Are there any lawsuits or unsatisfied judgments pending against you?

☐ Yes ☐ No

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

PAGE LEFT BLANK INTENTIONALLY

CONSTRUCTION CONTRACT PACKAGE

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

AGREEMENT

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

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

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction of the **Kahler Creek Alluvial Water Storage Project** in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall complete all on-site work as indicated on the Drawings between the dates of June 23rd, 20225 and August 8th, 2025. All work below ordinary-high water mark shall occur between the dates of July 1st-July 31st, 2025. The project must be substantially complete no later than August 8th, 2025.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ or as shown in the BID schedule (*Not including Washington State Sales Tax*). Washington State Sales Tax will be paid by the CONTRACTING AGENCY on Progress Payment Base amounts at the time of "Contractor's Application for Payment".
5. The CONTRACTOR shall submit applications for payment in accordance with the 2024 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (Standard Specifications). Applications for payment shall be submitted to the CONTRACTING AGENCY.
6. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) BIDDING INSTRUCTIONS
 - (B) INVITATION TO BID
 - (C) BID PROPOSAL
 - (D) BID PROPOSAL DECLARATION
 - (E) BID PROPOSAL BOND
 - (F) BIDDER INFORMATION
 - (G) NON-COLLUSION DECLARATION
 - (H) SUBCONTRACTORS LIST
 - (I) CERTIFICATION REGARDING DEBARMENT
 - (J) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
 - (K) CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE TRAINING
 - (L) BONDING AND CLAIMS
 - (M) AGREEMENT
 - (N) PERFORMANCE AND PAYMENT BOND
 - (O) NOTICE OF AWARD
 - (P) NOTICE TO PROCEED
 - (Q) CERTIFICATE OF SUBSTANTIAL COMPLETION
 - (R) CONTRACTORS AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
 - (S) CONTRACTORS AFFIDAVIT OF RELEASE OF LEINS
 - (T) CONSENT OF SURETY TO FINAL PAYMENT
 - (U) SPECIAL PROVISIONS
 - (V) CHANGE ORDER(s)
 - (W) ADDENDA:

- a. No. _____ Dated __, 202__
b. No. _____ Dated __, 202__
c. No. _____ Dated __, 202__

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

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

CONTRACTING AGENCY**CONTRACTOR**_____
SIGNATURE_____
SIGNATURE_____
PRINT NAME_____
PRINT NAME_____
TITLE (SEAL)

ATTEST:
Clerk of the Board

ADDRESS_____
TITLE (SEAL)_____
SIGNATURE

EMPLOYER ID
NUMBER: _____

PRINT NAME

ATTEST:

TITLE_____
SIGNATURE_____
PRINT NAME_____
TITLE

PERFORMANCE AND PAYMENT BOND

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

CONTRACTOR NAME

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

Kahler Creek Alluvial Water Storage 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 and three (3) counterparts thereof to be signed and sealed by their duly authorized officers, this _____ day of

_____, 20____.

PRINCIPAL

BY _____

TITLE _____

ATTEST (If Corporation)

WITNESSES (If Individual or Partnership)

CORPORATE SEAL

BY _____

TITLE _____

APPROVED AS TO FORM

SURETY _____

BY _____

BY _____

(Attorney for _____)

Address of local office and agent of Surety Company is:

NOTICE OF AWARD**DATED** _____**TO** _____**ADDRESS** _____**PROJECT** Kahler Creek Alluvial Water Storage Project

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

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

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

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

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

CONTRACTING OFFICER_____
SIGNATURE_____
TITLE**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____ this _____ day of _____, 202__.

SIGNATURE_____
TITLE

PAGE LEFT BLANK INTENTIONALLY

NOTICE TO PROCEED**DATED** _____**TO** _____**PROJECT** Kahler Creek Alluvial Water Storage Project

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or after _____, and you are to attain Substantial Completion, as determined by the Contracting Agency, on or before August 8th, 2025.

CONTRACTING OFFICER_____
SIGNATURE_____
TITLE**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____ this _____ day of _____, _____.

SIGNATURE_____
TITLE

PAGE LEFT BLANK INTENTIONALLY

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

PAGE LEFT BLANK INTENTIONALLY

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Kahler Creek Alluvial Water Storage Project

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

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

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

DATE OF ISSUANCE: _____

Project or Designated Portion Shall Include:

--

The work performed under this CONTRACT has been reviewed and found to be substantially complete. The date of substantial completion of the project or portion thereof designated above is hereby established as of _____ 20____ which is also the date of commencement of applicable warranties as required by the Contract Documents, except as stated below.

Definition of Date of Substantial Completion

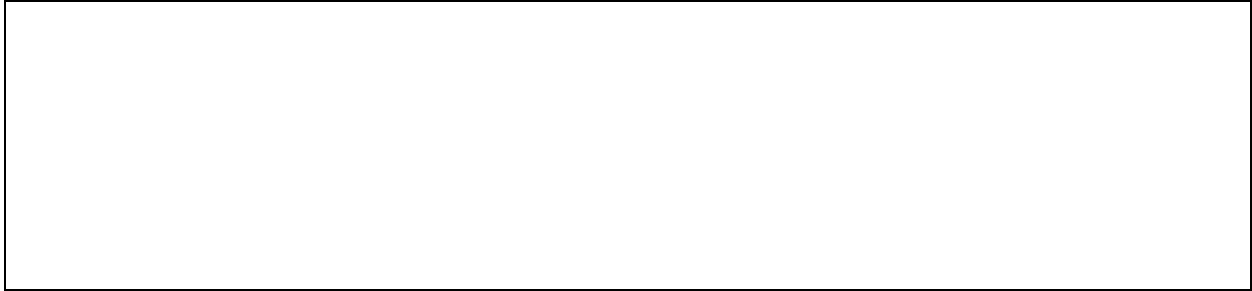
The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the project administrator when construction is sufficiently complete in accordance with the Contract Documents, so the CONTRACTING AGENCY can occupy or utilize the work or designated portion thereof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

CONTRACTOR BY _____ DATE _____

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

CHELAN COUNTY COMMISSIONER BY _____ DATE _____

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



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

PAGE LEFT BLANK INTENTIONALLY

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS

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

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

Exceptions are as follows:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

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

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

CONTRACTOR: _____

ADDRESS: _____

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

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME

PRINTED NAME OF NOTARY PUBLIC

PRINTED TITLE

COMMISSION EXPIRATION DATE

PAGE LEFT BLANK INTENTIONALLY

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: Kahler Creek Alluvial Water Storage Project

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

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

STATE OF: WASHINGTON

CONTRACT FOR: _____

COUNTY OF: CHELAN

CONTRACT

DATED: _____

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

Exceptions are as follows:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: _____
ADDRESS: _____

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

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

SIGNATURE OF NOTARY PUBLIC

PRINTED NAME

PRINTED NAME OF NOTARY PUBLIC

PRINTED TITLE

COMMISSION EXPIRATION DATE

PAGE LEFT BLANK INTENTIONALLY

CONSENT OF SURETY TO FINAL PAYMENT

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

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

_____, SURETY COMPANY,

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

_____, CONTRACTOR, _____

hereby approved of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to *(insert name and address of CONTRACTING AGENCY)* _____, CONTRACTING AGENCY, _____ as set forth in the said Surety Company's bond.

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

SURETY COMPANY NAME

Attest:

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(SEAL)

PRINTED NAME AND TITLE

PAGE LEFT BLANK INTENTIONALLY

SPECIAL PROVISIONS

PAGE LEFT BLANK INTENTIONALLY

KAHLER CREEK ALLUVIAL WATER STORAGE PROJECT

The representative's assigned to answer questions regarding these bid documents, show the project to prospective bidders, and act as the Contracting Agency's representative who directly supervises the engineering and administration of this project are:

All Contract Administration will be handled by:

Hannah Pygott; Contracting Officer
Chelan County Natural Resources Department
Phone: 509-670-9306
Email: hannah.pygott@co.chelan.wa.us

All Site visits will be handled by:

Christina Barrineau
County Natural Resources Department
Phone: 509-670-6988
Email: Christina.Barrineau@co.chelan.wa.us

All questions during the bid process should be submitted to Hannah Pygott

As the Engineer in direct responsible charge of developing these contract provisions, I certify that the sections of the special provisions listed below have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.

DIVISION 1 – GENERAL REQUIREMENTS

1-05.4 Conformity with and Deviations from Plans and Stakes

DIVISION 2 – EARTHWORK

2-01 Clearing, Grubbing, and Roadside Cleanup

DIVISION 8 – MISCELLANEOUS CONSTRUCTION

8-01 Erosion Control and Water Pollution Prevention

8-02 Roadside Restoration

8-05 Temporary Access and Staging

8-19 Engineered Log Jam Construction

8-31 Temporary Work Area Isolation and Work Area Dewatering

Project Engineer:

Nic Truscott
Natural Systems Design
Phone: 360-296-0019
Email: nic@naturaldes.com

INTRODUCTION TO THE SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

(January 4, 2024 APWA GSP, Option A)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2025 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP) = Identifies APWA GSP and date created

(April 1, 2013 WSDOT GSP) = Identifies WSDOT GSP and date created

Project specific special provisions are labeled without a date as such:

*(*****)*

Also incorporated into the Contract Documents by reference are:

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

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

DIVISION 1 GENERAL REQUIREMENTS

1-01 DEFINITIONS AND TERMS

(*****)

Description of Work

Chelan County Natural Resources Project: Kahler Creek Alluvial Water Storage Project, Chelan County, WA. This contract provides for the installation of hand-built and machine built Engineered Log Jams (ELJs) and other improvements on Kahler Creek between river mile 0.1 and 0.6. This work includes, but is not limited to: installation, maintenance and restoration of temporary construction access routes and staging areas; temporary traffic control as needed to safely deliver, handle, and stage equipment and materials; furnishing of woody material for construction of ELJs through on-site harvest and/or import of woody material; temporary erosion and sediment control; temporary water management for construction of ELJs; construction of ELJs; dewatering and fish protection within isolated work areas; streambed and bank restoration; construction surveying required to perform the aforementioned tasks; and all other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and addenda thereto.

1-01.3 Definitions

(January 19, 2022 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Section 1-01.3 is supplemented with the following:

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

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

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

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

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for “Contract”.

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS**1-02.1 Prequalification of Bidders**

This section is deleted and replaced with the following

(*****)

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

The following new subsection is added:

(*****)

1-02.1(2) Project Specific Supplemental Qualifications Criteria

The Contractor shall submit a “Statement of Qualifications” with this bid. The Contractor shall have prior experience with successful installation of at least three (3) similar projects in the five (5) years, at least

one of which should include the installation of machine built ELJ Structures. Bidders can fulfill this requirement by completing the statement of qualifications within the bid documents, using additional sheets as necessary.

Projects qualified as “similar” are defined by:

- Those which required instream work area isolation, water management and erosion control.
- Those which include the installation of instream ELJ structures.
- Thinning of standing timber with manual tools.

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

This section is deleted and replaced with the following:

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

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

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

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

Section 1-02.4 is supplemented with the following:

*(*****)*

A **Mandatory** Pre-Bid site walk through with representatives from the CONTRACTING AGENCY will be held on Wednesday, April 23rd, 2025 11:00 A.M. Attendees should meet at the Nason Creek Rest Area, 17458 Highway 2, Lake Wenatchee, WA 98826. A minimum of one representative from each Prime Contractor that intends to submit a bid is required to attend.

1-02.4(1) General

(December 30th, 2022 APWA GSP Option B)

The first sentence of the ninth paragraph beginning with “Prospective Bidders desiring...”, is revised to read:

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

1-02.5 Proposal Forms

(November 25, 2024 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's DBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. The required certifications are included as part of the Proposal Form.

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

1-02.6 Preparation of Proposal

(*****)

Section 1-02.6 is supplemented with the following:

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

(November 25, 2024 APWA Option B)

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

(November 25, 2024 APWA GSP 1-02.6, Option C)

The fourth paragraph of Section 1-02.6 is revised to read:

The Bidder shall submit with the Bid the completed Subcontractor List included in the Contracting Agency Proposal Package. If a Subcontractor List Form is not included in the package, use DOT Form 271-015LP. The Form shall contain the following:

1. Subcontractors who will perform the work of structural steel installation, rebar installation, heating, ventilation, air conditioning, and plumbing as described in RCW 18.106 and electrical as described in RCW 19.28,
2. The Work those subcontractors will perform on the Contract as described in RCW 39.30.060; and
3. No more than one subcontractor for each category of work identified, except, when subcontractors vary with Bid alternates, in which case the Bidder shall identify which subcontractor will be used for which alternate.

1-02.7 Bid Deposit

Section 1-02.7 is supplemented with the following:

(*****)

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

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

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

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

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

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

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

1-02.9 Delivery of Proposal

(July 8th, 2024 APWA GSP, Option A)

Delete this section and replace it with the following:

DBE Document submittal requirements

General

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

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

- DBE Utilization Certification (WSDOT 272-056)
- DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification
- Good Faith Effort (GFE) Documentation (if applicable)

- DBE Bid Item Breakdown (WSDOT 272-054)

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” (Written Confirmations Documents, or GFE Documentation) that is received after the time specified, or received in a location other than that specified in the Call for Bids.

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

Supplemental bid information submitted after the Proposal submittal but within 48 hours of the time specified for receipt of Proposals, shall be submitted in a sealed envelope labeled the same as for the Proposal, with “Supplemental Information” added.

DBE Utilization Certification (WSDOT Form 272-056)

The DBE Utilization Certification shall be received at the same location and no later than the time required for delivery of the Proposal. The Contracting Agency will not open or consider any Proposal when the DBE Utilization Certification is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals. The DBE Utilization Certification may be submitted in the same envelope as the Bid deposit.

DBE Written Confirmation Document (WSDOT Form 422-031) and/or GFE Documentation, (if applicable)

The DBE Written Confirmation Documents and/or GFE Documentation are not required to be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE Documentation (if applicable) shall be received either with the Bid Proposal or as a Supplement to the Bid. Written Confirmation and/or GFE Documentation shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit a Written Confirmation Document from each DBE firm listed on the Bidder’s completed DBE Utilization Certification and/or the GFE Documentation as required by Section 1-02.6.

DBE Bid Item Breakdown Form (WSDOT Form 272-054)

The DBE Bid Item Breakdown shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit a completed DBE Bid Item Breakdown, however, the Contractor may correct minor errors to the DBE Bid Item Breakdown for a period up to five calendar days after bid opening (not including Saturdays, Sundays and Holidays). DBE Bid Item Breakdowns that are still incorrect after the correction period will be determined to be non-responsive.

The DBE Bid Item Breakdown will not be included as part of the executed Contract.

(*****)

**Board of Chelan County Commissioners
Chelan County Administration Building
400 Douglas St, Suite 201
Wenatchee, WA 98801**

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

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

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

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

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

1-02.12 Public Opening of Proposal

Section 1-02.12 is supplemented with the following:

*(*****)*

Date of Opening Bids

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

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

The bid opening date for this project is scheduled for **Tuesday, May 27th, 2025**. The bids received will be publicly opened and read on this date at **11:00 AM**, or as soon as possible thereafter.

1-02.13 Irregular Proposals

(September 3, 2024 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - i. The Bidder is not prequalified when so required;
 - ii. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - iii. A price per unit cannot be determined from the Bid Proposal;
 - iv. The Proposal form is not properly executed;
 - v. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
 - vi. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
 - vii. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - viii. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;
 - ix. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - x. The Bidder fails to submit the Bidder Questionnaire (DOT Form 272-022), if applicable as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or
 - xi. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.
2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
 - d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
 - e. Receipt of Addenda is not acknowledged;
 - f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - g. If Proposal form entries are not made in ink.

This section is supplemented with the following:

(*****)

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

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option A)

Delete this section and replace with the following:

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

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

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

1-02.15 Pre-Award Information

(December 30, 2022 APWA GSP)

Revise this section to read:

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,

6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

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

1-03.1(1) Identical Bid Totals

(December 30, 2022 APWA GSP)

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

1-03.3 Execution of Contract

(July 8, 2024 APWA GSP Option A)

Revise this section to read:

Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

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

Within *****10 (ten)***** calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

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

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
 1. Is registered with the Washington State Insurance Commissioner, and
 2. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 1. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 2. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and

5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review

(December 30, 2022 APWA GSP)

Revise this section to read:

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

1-04 SCOPE OF WORK

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

(*****)

This section is revised to read:

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

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

(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

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

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

1-04.4 Changes

(January 19, 2022 APWA GSP)

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

1-04.11 Final Cleanup

Supplement this section with the following:

*(*****)*

The Contractor shall repair, at no additional cost to the Contracting Agency, any damage to existing access routes, fences, gates, utilities, structures, and driveways that occurred as a result of activities conducted by the Contractor. All costs associated with performing the final cleanup shall be made incidental to other bid items in the Contract. This includes but is not limited to repairing any damage that occurs to existing pavement outside the limits of paving, existing structures, decorations, and vegetation. The use of rubber-tracked equipment is encouraged but not mandatory.

1-05 CONTROL OF WORK

1-05.4 Conformity with and Deviations from Plans and Stakes

Add the following new subsection:

*(*****)*

1-05.4(1) Contractor Surveying and Tolerances

Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to complete all construction staking in accordance with these Special Provisions.

The Contracting Agency will establish a minimum of two primary construction stakes (stakeout points) at the location of each ELJ shown on the Plans. The Contractor shall expand on this network of primary construction stakes as necessary, establishing offsets and secondary control as required to accurately layout and complete the Work. The Contractor shall furnish stakes and/or marks to establish lines, grades, access routes, staging areas, structure locations, and structure elevations required for the completion of the work as shown on the Plans and as specified in these Special Provisions. The Contractor shall be responsible for any and all construction staking necessary for the full and complete construction of the Project aside from primary control points established by the Contracting Agency. The Contractor shall furnish construction survey and staking equipment and the Contractor shall be solely responsible for maintenance and protection of the survey stakes or marks. Construction staking will be verified by the Design Engineer, at the Contracting Officer's discretion.

In the event the Contractor's operations destroy any of the primary control points, the Contractor shall replace such control points at no cost to the Contracting Agency, subject to verification by the Design Engineer. All verification costs shall be borne by the Contractor. The cost of any such verification or replacement of control survey points will be deducted from any monies due to the Contractor. The Contractor will not be allowed any adjustment in working days for such verification or replacement of survey control points.

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

The Contractor shall ensure a surveying accuracy within ± 0.1 feet vertical and ± 1.0 feet horizontal of the specified elevations and coordinates.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the project. All calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. Electronic copies of alignments, surfaces, and/or points will be made available upon request by the Contractor.

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

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

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

1-05.4(2) Measurement

No unit of measurement shall apply to work associated with Contractor Surveying. This is incidental to the Contract.

1-05.4(3) Payment

All costs associated with performing survey required to complete the Work shown on the Plans shall be made incidental to other bid items.

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to

perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

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

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

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

1-05.8 Vacant

Section 1-05.8 is replaced with the following:

(*****)

1-05.8 Required Submittals

The following is a list of required submittals to the Contracting Agency as detailed in the respective section of the Standard Specifications and these Special Provisions. These submittals will be required for each site/awarded Bid Schedule:

- 1-07.15 Spill Prevention, Control, and Countermeasure (SPCC) Plan
- 1-08.3 Type A Project Schedule with working hours per day shown
- 1-10.2(2) Temporary Traffic Control Plan as necessary
- 8-01.3(1)A1 Temporary Erosion and Sediment Control (TESC) Plan
- 8-01.3(1)C6 Hydraulic Fluid Catalog Cut
- 8-05 Temporary Construction Access and Staging Plan
- 8-31.3 Temporary Water Management Plan
- 8-02.3(9)B Materials Submittal- Seed
- 8-19 Lump Sum Breakdown of Bid Item #6 Wood Procurement and Harvest

1-05.11 Final Inspection

Delete this section and replace it with the following:

(*****)

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

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

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

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

1-05.12 Final Acceptance

(*****)

Section 1-05.12 is revised to the following:

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

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

Add the following new section:

(*****)

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

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

1-05.15 Method of Serving Notices

(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

1-07.2 State Taxes

*(*****)*

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact

the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

Include as written.

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

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

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

(*****)

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

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

The contractor must develop and submit a Fire Prevention Plan.

1-07.5 Environmental Regulations**1-07.5(1) General**

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

(*****)

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

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

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

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

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

The Contractor will construct and maintain barriers in work areas and in material sources to prevent sediment, petroleum products, chemicals, and other liquids and solids from entering wetlands or waters of

the United States. Remove and properly dispose of barrier collected material. There will be no revisions to any terms or conditions of permits without the approval of the issuing agency.

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

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

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

(*****)

Work below Ordinary-High-Water Mark is subject to project permits which restrict such work to occur between July 1- July 31 of a given calendar year. All work including mobilization and demobilization shall be complete between the dates of June 23rd, 2025 and August 8th, 2025.

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

1-07.6 Permits and Licenses

(January 2, 2018)

Section 1-07.6 is supplemented with the following:

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

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.	STATUS
Nationwide Permit	USACOE	NWS-2024-1037	Received
Hydraulic Project Approval	WDFW	TBD	Pending

1-07.9 Wages**1-07.9(1) General**

(*****)

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

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

The Contractor shall pay prevailing wage rates of Federal or State of Washington which are in effect at the time of the execution of the contract and whichever are the higher, in accordance with the requirements of the special provisions.

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

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

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

1-07.9(5)A Required Documents

(July 8th, 2024 APWA GSP)

This section is revised to read as follows:

General

All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Contracting Agency and the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system. When apprenticeship is a requirement of the contract, include in PWIA all apprentices.

(*****)

Intents and Affidavits

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

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

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

Certified Payrolls

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

Penalties for Noncompliance

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

1-07.11 Requirements for Nondiscrimination

(October 1, 2020 APWA GSP, Option A)

Supplement this section with the following:

Disadvantaged Business Enterprise Participation

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

DBE Goals

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

Affirmative Efforts to Solicit DBE Participation

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

1-07.13 Contractors' Responsibility for Work

(*****)

Section 1-07.13(4) is revised to read:

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

1-07.15 Temporary Water Pollution Prevention**1-07.15(1) Spill Prevention, Control and Countermeasures Plan**

(*****)

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

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

Mixing, Transfers, & Storage

1. All oil, fuel or chemical storage tanks or containers shall be diked and located on impervious surfaces so as to prevent spill from escaping.
 2. All liquid products shall be stored and mixed on impervious surfaces in a secure water tight environment and provide containment to handle the maximum volume of liquid products on site at any given time.
 3. Proper security shall be maintained to prevent vandalism.
 4. Drip pans or other protective devices shall be required for all transfer operations.
-
1. **Spills:** Paint and solvent spills shall be treated as oil spills and shall be prevented from reaching storm drains or other discharges. No cleaning solvents or chemicals used for tool or equipment cleaning may be discharged to the ground or water.
 2. **Maintenance of Equipment:** Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc, shall be checked regularly for drips or leaks and shall be maintained and stored properly to prevent spills into State waters.

3. **Disposal:** Spilled waste, chemicals or petroleum products shall be transported off site for disposal at a facility approved by the Department of Ecology. The materials shall not be discharged to any sanitary sewer without approval of the local sewer authority.
4. **Reporting and Cleanup:** The Contractor's designated person for managing and implementing the SPCC Plan shall report hazardous material spills as follows:

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

National Response Center (800) 424-8802

WA State Div. of Emergency Management (800) 258-5990

Ecology, Central Regional Office (509) 575-2490

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

1-07.16 Protection and Restoration of Property

1-07.16(1) Private/Public Property

(*****)

Supplement this Section with the following:

The Contractor shall prevent damage to existing asphalt/ pavement outside the limits of excavation. The Contractor shall be responsible for repairing all such damage at no additional cost to the Contracting Agency.

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

1-07.16(2) Vegetation Protection and Restoration

(August 2, 2010)

Section 1-07.16(2) is supplemented with the following:

Vegetation and soil protection zones for trees shall extend out from the trunk to a distance of 1 foot radius for each inch of trunk diameter at breast height.

Vegetation and soil protection zones for shrubs shall extend out from the stems at ground level to twice the radius of the shrub.

Vegetation and soil protection zones for herbaceous vegetation shall extend to encompass the diameter of the plant as measured from the outer edge of the plant.

1-07.17 Utilities and Similar Facilities

(*****)

Section 1-07.17 is supplemented with the following:

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. It is anticipated that utility adjustment, relocation, replacement or construction within the project limits will be completed as follows:

The Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected Subcontractors, and all utility owners and their Contractors prior to beginning onsite work.

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

Chelan County Public Utility District

Chris Moser

(509) 661-4128

Chris.Moser@chelanpud.org

811- CALL BEFORE YOU DIG

Dial 811 or 800-424-5555

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(January 4, 2024 APWA GSP)

1-07.18(1) General Requirements

- a. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- b. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

- c. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- d. The Contractor’s Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor’s insurance and shall not contribute with it.
- e. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- f. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency
- g. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days’ notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- h. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.
- i. Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining coverage, to satisfy insurance requirements for any policy required under this Section. A “wrap up policy” is defined as an insurance agreement or arrangement under which all the parties working on a specified or designated project are insured under one policy for liability arising out of that specified or designated project.

1-07.18(2) Additional Insured

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

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers;
- Natural Systems Design (Project Engineer) and its officers, elected officials, employees, agents, and volunteers;

- Chelan Douglas Land Trust and its officers, elected officials, employees, agents, and volunteers;

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

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

1-07.18(5)C Workers' Compensation

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

1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

The Contractor's construction activities shall be confined within the construction limits shown on the plans, unless arrangements for use of private property are made. Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Contracting Agency or Engineer.

The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Contracting Agency or Engineer certifies in writing to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor may be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract. Each property owner shall be given 48 hours' notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

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

The following new subsection is added:

*(*****)*

1-07.29 Washington State Department of Ecology Centennial Clean Water Program**General**

Partial funding of this project is being provided by the Washington State Department of Ecology's (Ecology) Centennial Clean Water Program.

Compliance with State and Local Laws

The construction of the project, including all subcontracted work, shall conform to the applicable requirements of state and local laws and ordinances.

State Interest Exclusion

It is anticipated that this project will be funded in part by the Washington State Department of Ecology. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

Third Party Beneficiary

Partial funding of this project is being provided through the Washington State Department of Ecology Centennial Clean Water Program. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

Access to the construction site and to records

The contractor shall provide for the safe access to the construction site and to the contractor's records by Washington State Department of Ecology personnel. The Contractor shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records. These Project records shall be separate and distinct from the Contractor's other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Ecology personnel for examination. All records pertinent to this project shall be retained by the Contractor for a period of three (3) years after the final audit.

Protection of the Environment

No construction related activity shall contribute to the degradation of the environment, allow material to enter surface or ground waters, or allow particulate emissions to the atmosphere, which exceed state or federal standards. Any actions that potentially allow a discharge to state waters must have prior approval of the Washington State Department of Ecology.

Inadvertent Discovery of Archeological Resources

The contractor shall obtain a copy of the Inadvertent Discovery Plan from the Project Owner. The contractor shall keep a copy of the inadvertent discovery plan for the project on the work site at all times. The contractor shall immediately stop all work if human remains, cultural, or archeological resources are discovered in the course of construction. The contractor shall follow

the inadvertent discovery plan in dealing with the human remains, cultural, or archeological resources.

Project Signs

If feasible, the Contractor shall display Ecology's logo in a manner that informs the public that the project received financial assistance from the Washington State Centennial Clean Water Program.

Utilization of Minority and Women Business Enterprises

All bidders are encouraged to utilize certified minority-owned and women-owned businesses to the extent possible in the performance of this contract. All prospective bidders or persons submitting qualifications should take the following steps, when possible.

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

All prospective bidders must provide a list of the MBE/WBE subcontractors they intend to use during the project. This list must be provided with the bid package.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

(*****)

1-08.0 Preliminary Matters

(May 25th, 2006 APWA GSP)

1-08.0(1) Preconstruction Conference

(July 8, 2024 APWA GSP)

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

1. To review the initial progress schedule;

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

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

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

Add the following new section:

1-08.0(2) Hours of Work

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

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

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Contracting Agency and/or Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Contracting Agency and/or Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency and/or Engineer employees when in the opinion of the Contracting Agency and/or Engineer, such work necessitates their presence.)

2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time, even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1 Subcontracting

(December 30, 2022 APWA GSP, Option A)

Section 1-08.1 is supplemented with the following:

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

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

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

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

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

1-08.3(2)A Type A Progress Schedule

(*****)

Revise this section to read:

The Contractor shall submit a Type A Progress Schedule at least 1 week prior to the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Contracting Agency and Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

(*****)

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Contracting Agency or Engineer. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

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

1-08.5 Time for Completion

(November 30, 2018 APWA GSP, Option A)

Section 1-08.5 is supplemented with the following:

All work below ordinary-high water mark shall occur between the dates of July 1st-July 31st, 2025. Upland work may begin June 23rd, 2025, and the project must be substantially complete no later than August 8th, 2025. Final project start date shall be determined by the issuance of the Notice to Proceed, which shall be delivered to the contractor upon acceptance of all Contractual and Plan submittals.

The project area is located in Fire Shutdown Zone 680. Partial hoot owl, Partial shutdown, and General Shutdown may come into effect during the performance period of this contract. For a summary of Industrial Fire Precaution Levels visit: <https://www.dnr.wa.gov/ifpl>. No payment shall be made for standby time or delays resulting from weather, natural disasters or other acts of God, including Industrial Fire Precaution Level work restrictions. Overall Performance Period may be extended to reflect delays from natural disasters. It is the sole responsibility of the Contractor to comply with all applicable IFPL and/or fire suppression requirements and/or restrictions set in place.

(December 30th, 2022 APWA GSP, Option B)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins.

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

Revise the sixth paragraph to read:

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

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

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, Option B)

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and

2. To authorize the Contracting Agency or Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

$$LD=0.15C/T$$

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

1-09 MEASUREMENT AND PAYMENT

1-09.9 Payments

(July 8, 2024, APWA GSP, Option B)

Delete the fourth paragraph and replace it with the following:

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

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

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

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.

3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

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

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

1-09.11 Disputes and Claims

1-09.11(3) Time Limitation and Jurisdiction

(December 30th, 2022 APWA GSP)

Revise this section to read:

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

1-09.13 Claims Resolution

1-09.13(1)A General

(December 30, 2022 APWA GSP)

Revise this section to read:

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

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

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

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

1-09.13(3)A Administration of Arbitration

(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

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

1-09.13(4) Venue for Litigation

(December 30th, 2022 APWA GSP)

Revise this section to read:

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

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1(1) General

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

(*****)

Traffic control may be required for construction vehicles entering and leaving each project site. The determination of when to use temporary traffic control and how to accomplish temporary traffic control shall be the responsibility of the Contractor's. The Contractor shall be responsible to implement temporary traffic control as necessary to meet permit requirements and provide safe working conditions and driving conditions for all peoples. Any traffic control measures utilized for this project shall be conducted in such a way that the abutting public roadways remain open to travel at all times. If traffic on any public roadway will be disrupted due to construction activities, the Contractor shall develop a Traffic Control Plan, and obtain any required authorization from the jurisdictional authority of the road system.

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

1-10.2(2) Traffic Control Plans

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

(*****)

No traffic control plan is shown in the Plans. The determination of when to use temporary traffic control and how to accomplish temporary traffic control shall be the responsibility of the Contractor. The Contractor shall be responsible to implement temporary traffic control as necessary to meet permit requirements and provide safe working conditions and driving conditions, as described in the Standard Specifications. If traffic on any public roadway will be disrupted due to construction activities, the Contractor shall develop a Traffic Control Plan, and obtain any required authorization from the jurisdictional authority of the road system.

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

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

1-10.2(3) Conformance to Established Standards

(February 3, 2020)

Section 1-10.2(3) is revised to read:

Flagging, signs, and all other traffic control devices and procedures furnished or provided shall conform to the standards established in the latest WSDOT adopted edition (in accordance with WAC 468-95) of the MUTCD, published by the U.S. Department of Transportation, and the 2005 draft version of the Public Rights-of-Way Accessibility Guidelines (PROWAG): <https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/background/revised-draft-guidelines>. Judgment of the quality of devices furnished will be based upon Quality Guidelines for Temporary Traffic Control Devices, published by the American Traffic Safety Services Association. Copies of the MUTCD and Quality Guidelines for Temporary Control Devices may be purchased from the American Traffic Safety Services Association, 15 Riverside Parkway, Suite 100, Fredericksburg, VA 22406-1022.

In addition to the standards of the MUTCD described above, the Contracting Agency enforces crashworthiness requirements for most work zone devices. The AASHTO Manual for Assessing Safety Hardware (MASH) has superseded the National Cooperative Highway Research Project (NCHRP) Report 350 as the established requirements for crash testing. Temporary traffic control devices manufactured after December 31, 2019 shall be compliant with the 2016 edition of the Manual for Assessing Safety Hardware (MASH 16) crash test requirements, as determined by the Contracting Agency, except as follows:

1. In situations where a MASH 16 compliant traffic control device does not exist and there are no available traffic control devices that were manufactured on or before December 31, 2019, then a traffic control device manufactured after December 31, 2019 that is compliant with either NCHRP 350 or the 2009 edition of the Manual for Assessing Safety Hardware (MASH 09) is allowed for use with approval of the Engineer.
2. Temporary traffic control devices that were manufactured on or before December 31, 2019, and were successfully tested to National Cooperative Highway Research Program (NCHRP) Report 350 or MASH 09 may continue to be used on WSDOT projects throughout their normal service life.
3. Small and lightweight channelizing and delineating devices, including cones, tubular markers, flexible delineator posts, and plastic drums, shall meet the requirements of either NCHRP 350, MASH 09, or MASH 16, as determined by the manufacturer of the device.
4. A determination of crashworthiness for acceptance of trailer-mounted devices such as arrow displays, temporary traffic signals, area lighting supports, and portable changeable message signs is currently not required.

The condition of signs and traffic control devices shall be acceptable or marginal as defined in the book Quality Guidelines for Temporary Traffic Control Devices, and will be accepted based on a visual inspection by the Engineer. The Engineer's decision on the condition of a sign or traffic control device shall be final. A sign or traffic control device determined to be unacceptable shall be removed from the project and replaced within 12 hours of notification.

1-10.4 Measurement

Section 1-10.4(1) through 1-10.4(4) are deleted and replaced with the following:

(*****)

No independent bid item for Temporary Traffic Control is included in the Bid Schedules and therefore no separate measurement applies. Should it be determined that traffic control measures are necessary, all costs associated with developing and implementing and appropriate traffic control plan shall become incidental to other bid items in the project and the responsibility of the Contractor.

1-10.5 Payment

Sections 1-10.5(1) through 10.5(4) are deleted and replaced with the following:

(*****)

No individual payment shall be made for any costs associated with designing, implementing, maintaining and decommissioning Contractor identified or Engineer required Temporary Traffic Control Measures; these costs are incidental to the project and no separate payment will be made.

DIVISION 2 EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

(*****)

Section 2-01.1 is revised as follows:

The Contractor shall clear within the locations identified on the Contract Plans. Vegetation will be cleared as close to the groundline as practical but no grubbing shall occur. This Work includes protecting from harm all trees, bushes, shrubs, or other objects selected to remain outside of identified clearing areas and earthwork areas. When no clearing limits are shown on the Plans, but clearing is necessary for completion of the Work, the Contractor shall clearly mark proposed clearing limits for review by the Contracting Officer prior to commencing any clearing within the proposed limits; once approval has been granted by the Contracting Officer, clearing within the proposed within the approved limits may be completed.

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

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

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

Limited clearing along existing paths to establish temporary access to Work areas and establish temporary staging areas is estimated to cover an area of approximately 3 acres; clearing through well-established vegetation for creation of new temporary access routes is estimated to require clearing of approximately 0.3-0.4 acres.

2-01.2 Disposal of Usable Material and Debris

(*****)

Section 2-01.2 is supplemented with the following:

The Contractor shall meet all requirements of state, county, and municipal regulations regarding health, safety, and public welfare in the disposal of all debris. Removing trees greater than 6-inches in diameter from any portion of the project site requires approval of the Contracting Officer or Engineer.

2-01.2(1) Disposal Method No. 1 – Open Burning

This section is deleted and replaced with the following:

(*****)

Open burning is prohibited.

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

This section is supplemented with the following:

(*****)

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

2-01.2(3) Disposal Method No. 3 – Chipping

This section is supplemented with the following:

(*****)

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

The following new subsections are added:

(*****)

2-01.2(1) Disposal Method No. 4 – Inclusion in ELJs

All native vegetation debris suitable for reuse, as determined by the Contracting Officer, shall be incorporated into the ELJs as either racking material or slash as directed by the Contracting Officer. Plant species listed as noxious weeds by the Washington State Noxious Weed Control Board may not be included in ELJs.

2-01.2(5) Disposal Method No. 5 – Lop and Scatter

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

2-01.2(6) Disposal Method No. 6 – Track-Walking

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

2-01.3 Construction Requirements

2-01.3(1) Clearing

Section 2-01.3(1) is supplemented with the following:

(*****)

The Contractor shall, except for areas marked on the Contract Plans or by the Contracting Officer for clearing, protect all trees and shrubs from damage caused by construction operations. Removal of any tree greater than six (6) inches in diameter from any portion of the project site outside of the approved clearing limits requires approval of the Contracting Officer or Engineer. The Contractor shall clearly flag for review all trees outside of the clearing limits shown in the Plans which may require removal or trimming to complete the Work shown in the Plans; separate flagging colors shall be used for proposed removal and trimming. The Contracting Officer or Engineer will review the flagged trees and determine if removal or trimming can occur. No tree removal or trimming shall occur until the Contracting Officer or Engineer has given approval for said action. The Contracting Officer or Engineer may direct the Contractor to modify the Work to avoid damage to roots, particularly when excavation is to occur within or near the drip line of a tree. Such modifications will be minor in nature and will not constitute an appreciable change in the nature or intent of the Work.

8. Stake and flag all areas of clearing at least 3 business days prior to construction. The Contractor shall inform the Contracting Officer when the flagging is installed. The Contracting Officer will inspect proposed clearing areas.
9. Clearly flag or otherwise identify all trees greater than 6-inches in diameter which are proposed to be removed. Do not clear vegetation greater than 6-inches without approval from the Contracting Officer.
10. Tip existing trees greater than 6-inches that have been approved for removal by the Contracting Officer. If tipping is not possible, fell trees to preserve as much of the tree intact as possible.
11. Clearly flag or otherwise identify all branches proposed to be trimmed to allow for equipment access or material transport. Neatly cut all limbs or branches approved for removal close to the tree trunk.
12. Use selective clearing methods to clear areas where invasive species, noxious weeds, or other unwanted vegetation exists, or where clearing is required to occur near vegetation to be preserved or salvaged. Selective clearing methods consist of lightweight hand or hand-held equipment to prevent damage to roots of existing vegetation, compaction of the soil, or spreading of seed or pollen from invasive species.

2-01.3(2) Grubbing

This section is supplemented with the following:

(*****)

Grubbing shall not be allowed with the exception of harvesting existing trees for use in ELJ structures as approved by the Contracting Officer and in accordance with the approved thinning prescription for this project.

2-01.4 Measurement

This section is supplemented with the following:

(*****)

There is no unit of measurement for work associated with clearing. This is incidental to the Contract.

2-01.5 Payment

This section is supplemented with the following:

(*****)

All costs associated with clearing, grubbing, and disposal of debris as described in this section shall be made incidental to other bid items.

DIVISION 8 MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

This section is supplemented with the following:

(*****)

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

8-01.3 Construction Requirements

8-01.3(1) *General*

8-01.3(1)C Water Management

8-01.3(1)C1 Disposal of Dewatering Water

This section is revised to read:

(*****)

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

8-01.3(1)C7 Turbidity Curtain

This section is supplemented with the following:

(*****)

Turbidity curtain shall be suitable to withstand the flow velocities present at time of construction and sufficiently sized to fully reach a weighted curtain bottom to the bottom of the existing channel. The Contractor is responsible for determining actual velocities and selecting a suitable product and installation details to ensure stability for conditions present at time of construction, including all anchors to secure the silt boom. Turbidity curtain is not required but may be used as a means to control turbidity during completion of the Work.

8-01.4 Measurement

Include as written.

8-01.5 Payment

Include as written.

8-02 ROADSIDE RESTORATION**8-02.1 Description**

This section is supplemented with the following:

(*****)

This Work shall include application of seed and certified weed-free straw mulch in all disturbed areas as indicated on the Plans or directed by the Contracting Agency to stabilize exposed soils. The Contractor is responsible for the following revegetation Work as part of this Contract.

1. Seeding area preparation, including decompaction of disturbed work areas.
2. Application of seed in all disturbed areas as outlined on the final Contract Drawings.
3. Application of certified weed-free straw across all seeded areas at a rate of 2-tons per acre.

The site restoration shall not entail any fertilizer. This work includes all equipment, labor, and materials including seed, seeding, certified weed-free straw and any other miscellaneous Work required to restore the site.

8-02.2 Materials

Seed	9-14.3
Certified Weed Free Straw Mulch	9-14.5(1)

8-02.3 Construction Requirements**8-02.3(6) Mulch and Mulch Amendments****8-02.3(6)B Fertilizers**

This section is deleted and replaced with the following:

(*****)

Chemical fertilizers shall not be used.

8-02.3(9) Seeding, Fertilizing and Mulching**8-02.3(9)A Dates for Application of Seed**

This section is supplemented with the following:

(*****)

Seeding shall be conducted only after finish grading of surfaces have been completed and ground within areas designated to be seeded is no longer being disturbed. Seeding shall be completed as soon as possible following completion of ground disturbing activities. When environmental conditions are not conducive to satisfactory results, the Contracting Officer may suspend the seeding Work until such time that the desired results are likely to be obtained.

8-02.3(9)B Seeding and Fertilizing

This section is supplemented with the following:

(*****)

The seeding surface shall be raked or chained to ensure a friable surface free of soil clumps larger than 2" in diameter. Any seeding areas that have become compacted prior to seeding must be scarified to a depth of (2) inches by acceptable means prior to seeding.

Seed mix shall be procured by the Contractor consistent with the table shown on the Plans and applied at the manufacturer's suggested rate. No fertilizer shall be included in the seed mixes. The Contractor shall submit the seed mix to the Contracting Agency prior to procurement for approval.

All bags of seed shall be brought to the site sealed and shall have seed labels attached showing the seed meets the species and quantities shown on the Plans. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be accepted. All seed listed in the seed mix on the plans shall have been collected from plants native to and growing in Idaho, Oregon or Washington. Seeds shall not contain weed seeds listed as secondary noxious by Washington State Seed Law single or collective in excess of the labeling tolerance specified by the Washington State Seed Law. Once onsite, seed shall be placed by the Contractor at the manufacturer's recommended rate per acre. Once seeding is complete the Contractor shall apply certified weed-free straw at a rate no less than 2-tons per acre across seeded areas.

8-02.3(11) Mulch

This section is supplemented with the following:

(*****)

The Contractor shall furnish certified weed-free mulch and evenly apply at the rate specified in the plans. Straw mulch shall meet the Standard Specification 9-14.5(1).

8-02.4 Measurement

Supplement this section with the following:

(*****)

"Seeding and Mulching" will be measured per acre.

8-02.5 Payment

Supplement this section with the following:

(*****)

Payment for “Seeding and Mulching” will be made per acre and shall be full payment for all materials, equipment, and labor required for obtaining, transporting, and placing materials to fully seed and mulch areas as described in the Plans, these special provisions and the standard specifications.

8-05 VACANT

Section 8-05 is replaced with the following:

(*****)

8-05 TEMPORARY CONSTRUCTION ACCESS AND STAGING

8-05.1 Description

The Contractor shall construct, maintain, decommission, remove, and cleanup temporary access roads, temporary stream crossings, and staging areas, as shown on the Plans including establishing access over flowing channel(s) on the project site when required to complete the Work. This shall include any necessary grading, decompaction, maintenance, amendment, and other work as necessary to establish, maintain, utilize, and restore these areas shown on the plans or as otherwise approved by the Contracting Officer.

8-05.2 Materials

Materials shall meet the requirements of the following sections:

Construction Geotextile	9-33 (Table 7, Woven)
Maintenance Rock	9-03.9(4)
Bark or Wood Chip Mulch	9-14.5(3)

8-05.3 Construction Requirements

8-05.3(1) Temporary Access Routes and Staging Areas

Establish temporary access roads and staging areas as shown in the Project Plans, or as otherwise proposed through submittal to the Contracting Agency of Type 2 Working Drawings showing the Contractor’s preferred access routes and staging areas. The Contractor shall make every effort possible to adjust temporary access routes shown on the Plans to avoid clearing of any trees greater than 6-inches diameter-at-breast-height (DBH) and use existing or previously commissioned routes whenever possible. All access roads shall be cleared but not grubbed, and materials shall be disposed of per Section 2-01.2. Do not build temporary roads on slopes where grade, soil, or other features suggest a likelihood of erosion or failure.

All staging and stockpile locations shall be reviewed by the Contracting Officer and shall be located so as not to interfere with other work or disturb adjoining property owners. The Contractor shall utilize the areas shown or otherwise approved, for staging of equipment and

materials required to complete the Work included in the Contract. Refueling, storage, or mixing of potentially environmentally harmful fluids shall only occur within areas identified as temporary equipment and materials staging areas.

The contractor shall clearly stake the proposed centerline of all temporary access routes. No clearing or trimming of vegetation; excavation; nor any placement of fill or surfacing material is allowed until the staking of the temporary access routes has been approved by the Contracting Officer. The contractor shall regularly monitor all access routes for rutting, erosion, and any other damage. Rutting shall be addressed through placement of bark or wood chip mulch on non-gravel surfaces, and additional crushed surfacing on gravel surfaces. It is the sole responsibility of the contractor to protect both public and private property. Any damages to public and private property as a result of construction will be the responsibility of the Contractor to repair without additional cost to the Contracting Agency. The Contractor shall maintain and/or improve the Temporary Access Routes at no additional cost to the Contracting Agency based upon the direction of the Contracting Officer.

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

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

The Contractor shall return any temporary staging areas to pre-project conditions when the areas are no longer required. All disturbance that occurs as a result of staging areas shall be repaired as shown on the Plans and/or in a manner approved by the Contracting Officer. The costs associated with the Work, Equipment and Materials associated with maintaining and restoring additional staging areas shall come at no additional cost to the Contracting Agency.

8-05.3(2) Temporary Stream Crossings

The Contractor shall be responsible for designing and furnishing temporary stream crossing systems necessary for completion of the Work. Temporary crossings shall support all necessary equipment required to complete the Work shown without impeding flow. Review the HPA for the project for additional requirements. Materials required to construct temporary crossings shall be as specified in the approved Working Drawings submitted by the Contractor.

Log stringer bridges with steel plate decks are an acceptable means of establishing temporary crossings.

The Contractor may also elect to establish temporary crossings by placing logs on the channel parallel with flow and track walking equipment on the logs to reach the other side of the channel; if this approach is taken, logs used for the crossing shall not be used in construction of ELJs.

The Contractor shall install temporary stream crossings when necessary to complete the Work. No equipment shall cross the channel outside of an isolated work area unless a temporary stream crossing has been installed. The Contractor shall develop the type, span, and materials for each

crossing and submit Type 2 Working Drawings to the Engineer for review. The Contractor shall receive approval from the Engineer for location, span, type and duration of stream crossings before installation. Construct each crossing to support the greatest vehicle loads anticipated to cross the structure.

Temporary Stream crossings shall not alter the capacity of the channel such that a rise in water surface or increase in velocity results.

The temporary crossings may utilize approach ramps constructed from borrow material on-site.

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

Once acceptance of all ELJ construction has been granted and the temporary crossing(s) are no longer necessary, the Contractor shall fully remove all components of the temporary crossing including replacement of any borrow material for approach ramps.

8-05.3(4) Restoration

All areas impacted by the construction of temporary access routes and staging areas shall be restored to pre-project conditions in accordance with the Plans or as directed by the Contracting Officer. The equipment, labor, materials, and any other miscellaneous Work required to restore Temporary Construction Access and Staging areas shall be included in the lump sum payment described in Section 8.05-5 of these Contract Provisions.

The Contractor shall:

1. Decommission each temporary access road and staging area and remove each Temporary Stream Crossing as it is no longer needed. All access roads below ordinary high water shall be decommissioned, and all temporary bridges or stream crossings removed before the end of the in-water work window.
2. For temporary access roads and staging areas in unimproved areas, decompact temporary access routes to a depth of 6-inches.
3. Thoroughly decompact stockpile areas in unimproved areas by tilling and/or scarifying unless otherwise directed by the Engineer. Soil to be worked to a depth of 6-inches. Temporary access roads across existing pasture or lawn shall be scarified to a depth of 2 inches.
4. Any sections of the existing roads or parking areas that are used for construction access, staging, or contractor vehicle parking shall be restored to pre-project conditions by grading out ruts and potholes greater than 4 inches deep. If the area to be improved is surfaced with crushed rock, the Contractor shall import and place a two-inch lift of Maintenance Rock. Maintenance Rock shall not be placed until all other work has been completed and shall not be placed outside the footprint of the existing gravel roads or parking areas. Contractor shall shape placed Maintenance Rock to match the grade and profile of the existing topography. Maintenance Rock shall be compacted by tamping with the bucket of an excavator. No measure of minimum compaction shall apply.

8-05.3(5) Submittals

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

Temporary Staging Area Plan

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

Temporary Stream Crossing Plan

The Contractor shall develop and submit Type 2 Working Drawings clearly identifying the proposed temporary stream crossing system(s) and all subcomponents to be utilized. The drawings shall include a comprehensive list of all materials to be used for construction of the temporary crossings designed by the Contractor.

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

1. Locations of each access route.
2. Location of high-visibility construction fencing to provide separation between the access routes and Construction activities in both the Staging areas and the Construction site.
3. Points of Contractor ingress and egress from staging areas and the construction sites.
4. All areas that will be temporarily filled, excavated, or surfaced with gravel or other materials in order to provide construction access or staging.
5. Locations of additional staging areas that are not already shown on the Plans.
6. Locations of temporary construction access routes that are not already shown on the Plans
7. Schedule and sequence of installation and restoration for each staging area and access route.
8. Demonstration that the proposed sequence of installation and restoration will provide uninterrupted access to adjacent landowners throughout the duration of construction.
9. Material quantities.
10. Maintenance plan.
11. Restoration plan, including proposed seed mix(es) pursuant to Section 8-02 of these Contract Provisions.

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

8-05.4 Measurement

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

8-05.5 Payment

The lump sum bid item “Temporary Access and Staging” shall be full pay for all labor, equipment, materials, and other incidentals required to develop the Temporary Construction Access and Staging Plan; establish, maintain, utilize and restore the temporary construction access routes and staging areas; identify, improve, maintain, and restore any additional temporary staging areas deemed necessary by the Contractor; and other work as described in this section. The costs of designing, furnishing necessary materials, installing, maintaining, and removing any temporary stream crossings necessary for completion of the Work shall also be included in this item.

8-19 VACANT

Section 8-19 is deleted and replaced with the following:

(*****)

8-19 ENGINEERED LOG JAM CONSTRUCTION

8-19.1 Description

Work under this item shall consist of furnishing all material, labor, tools, and equipment necessary to install Engineered Logjam (ELJ) Structures.

Logs shall be arranged, placed, and/or buried as indicated in the Plans or as directed by the Contracting Officer. The Contractor shall anticipate that because of the irregularities of natural logs, field-fit adjustments to individual log placements within the structures will be needed. These adjustments and modifications are expected, and additional payment will not be made for any adjustments in log orientation, depth of burial, length of burial, etc. The Contractor shall not decommission any temporary access routes for a particular location until all ELJ structures relying on said access route have been approved by the Contracting Officer. Costs associated with re-commissioning access to a particular structure location determined not to meet design specifications are the sole responsibility of the Contractor.

Two types of ELJ construction are included on the Plans; machine-constructed ELJs and hand-constructed ELJs. For machine-constructed ELJs the Contractor is required to excavate below the channel bed to install rootwad posts and may complete placement of the remainder of the woody material with tracked equipment provided the agreed upon disturbance limits are adhered to. For hand-constructed ELJs all logs shall be placed manually with the aid of hand-operated equipment and tools.

The contractor shall be responsible for the procurement of all woody material necessary to complete the structures shown on the plans. The Contracting Agency anticipates a combination of on-site harvest and import of woody materials. The Contractor shall submit a lump sum breakdown of the woody material listed in the table below.

8-19.2 Materials

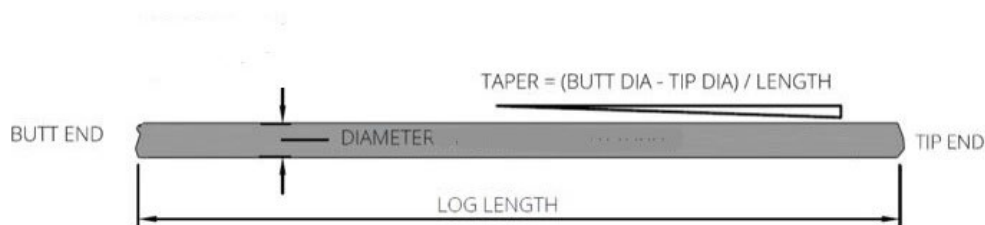
8-19.2(1) Wood for Engineered Log Jam Construction

Log ID	DIA(Inches)	Length (FT)	Rootwad (Y/N)	Q Per Machine-Built ELJ (X3)	Q Per Hand-Built ELJ (X9)	Total Need
RE-2	18	20	Y	4	0	12
RE-S	18	4	Y	2	0	6
RD-3	20	30	Y	2	0	6
F-3	16	30	N	9	0	27
H-30	12	30	N	0	10	90
Floodplain Log	18	10-30	Y/N	20	0	60
Racking Bundle	48	Varies (10-20)	N	1	3	30
Loose Racking	4-10	15-30	Y/N	60	30	450
Loose Slash (CY)	1-3	N/A	N	25	25	300
Bolted Connections	N/A	N/A	N/A	-	6	18

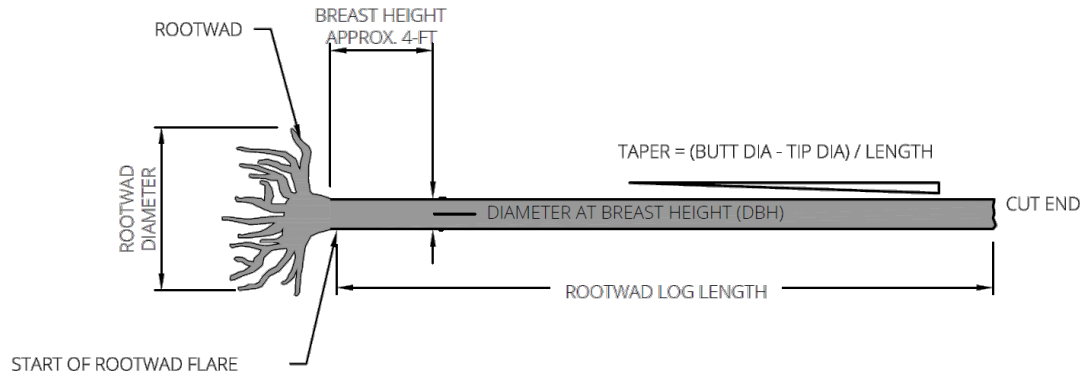
8-19.2(1)A Logs for Engineered Log Jam Construction

The Contractor shall be responsible for furnishing all required woody material for construction of ELJ structures. Woody material made available through clearing for access roads and establishing work areas may be used for construction of ELJs. Additionally, the Contractor is allowed to furnish as much of the woody material as possible through on-site thinning in accordance with the approved thinning prescription for this project (included as an appendix to this document); The Contractor shall be responsible for importing all required woody material that cannot be generated onsite. The Contractor shall be responsible for examining the site, reviewing the approved thinning prescription, and determining the amount and type of import required prior to submitting a bid.

For logs without rootwads, diameter shall be measured at the largest cut end (butt end).



For logs with rootwads, the diameter shall be measured at diameter-at-breast height (DBH), defined as 4.5 feet above ground when the tree was standing. Rootwads shall have a diameter that is at least three times the DBH measured from the outer tips of the primary root system, determined as measuring from tip-to-tip through the centerline of the bole from roots which are large enough to support the weight of the log while resting on the ground. The length for logs with rootwads shall be measured from the cut end to the point where the primary root system stops.



When sourcing material on-site, the Contractor shall make use of the full length of the tree including branches, limbs, and top. In general, once felled a tree shall be fully limbed with the bole bucked into appropriate lengths to create logs matching the diameters and lengths shown on the Plans. Sections of the bole that do not meet the diameter requirements shall be used as racking logs and limbs and branches shall be used as slash.

When felling trees for on-site sourcing, cut the tree as close to existing ground as possible, felling the tree in a safe location that allows limbing and bucking with minimal disturbance and avoids impacts to other trees.

Harvesting logs with rootwads for use in ELJs shall require approval by the Contracting Officer. When harvesting trees for creating logs with rootwads the Contractor shall excavate around the primary root mass to allow tipping the tree while preserving as much of the primary root mass as possible. Once tipped, the full tree shall be used to create as many logs, racking pieces, and slash material as possible. Following processing of the full tree, any pits or depressions resulting from the removal shall be roughly graded back to existing ground and the finished topography shall be worked to a minimum depth of 6-inches.

Logs for Machine-Constructed ELJs

Logs for machine-constructed ELJs may be sourced through import, on-site clearing for establishing temporary access roads and staging areas, or on-site thinning in accordance with the approved thinning prescription for this project. When sourcing logs on-site, every effort shall be made to source logs that match the diameters shown on the Plans. All logs used as structural members shall come from coniferous species. Logs used as racking pieces may be a mix of coniferous and deciduous logs with a maximum of 50 percent of the racking pieces being comprised of deciduous species.

Log lengths shown on the Plans are approximate and are expected to be adjusted in the field based on specific conditions at the location of each ELJ. When importing logs for ELJ construction, the Contractor shall import logs with diameters and lengths matching those shown in the log schedules included in the Plans. When logs are sourced on-site the Contractor shall coordinate closely with the Contracting Officer to ensure that harvested trees are processed in the most efficient manner possible to create the maximum number of usable logs based on specific site conditions. When trimming is necessary, the Contractor shall shorten logs to appropriate lengths based on site conditions by cutting logs with a chainsaw.

Logs used as rootwad posts shall meet the minimum requirements for diameter and length shown on the Plans. If imported, logs for rootwad posts shall come from Douglas Fir trees; if sourced on-site logs for rootwad posts shall preferentially be sourced from Douglas Fir, Western Larch, or Lodgepole Pine trees.

Rootwad stumps shall come from any coniferous species and shall meet the requirements for rootwad logs.

Logs for Hand-Constructed ELJs

Logs for hand-constructed ELJs shall be sourced through on-site thinning in accordance with the approved thinning prescription for this project in the vicinity of hand-constructed ELJs to the extent possible. The Contractor shall import any additional materials necessary to complete the structures if there is not enough onsite wood material available.

Log lengths shown on the Plans are approximate and are expected to be adjusted in the field based on specific conditions at the location of each ELJ. The Contractor shall coordinate closely with the Contracting Officer to ensure that harvested trees are processed in the most efficient manner possible to create the maximum number of usable logs based on specific site conditions. When trimming is necessary, the Contractor shall shorten logs to appropriate lengths based on site conditions by cutting logs with a chainsaw.

8-19.2(1)B Racking Logs

Logs used as racking material shall be individual logs with or without rootwads. Racking logs shall be within the length and diameter ranges listed on the Plans and shall meet the requirements described in this section.

Racking logs shall generally vary in length and diameter. The Contractor shall make every effort possible to furnish racking material with diameters that vary such that and at least 10 percent and no more than 50 percent of the total number of racking pieces falls within the following categories, when included in the diameter range listed on the Plans:

- 4 – 6 inches
- 6 – 8 inches
- 8 – 10 inches

Racking used to construct racking bundles shall be cut to specific lengths based on site conditions and shall be consistent in length for each bundle \pm 1 foot. Logs used for creation of racking bundles may be sapling trees, limbs, branches, or sections of tree boles with varying diameters of 2 – 6 inches.

The length of racking material pieces used for loose racking shall vary such that a minimum of 10 percent and not more than 50 percent of the total number of loose racking pieces falls within the following categories, when included in the length range listed on the Plans:

- 15 – 20 feet
- 20 – 25 feet
- 25 – 30 feet

8-19.2(1)C Slash

Slash shall consist of dense vegetative debris including, but not limited to, small trees, blasted or pushed-out stumps, chunks, broken tops, limbs, branches, brush, or saplings. Slash shall be any non-invasive species. Length of individual pieces of slash may vary between 2 – 6 ft, with 50% of the material at a length of 4 feet or longer. Thickness of slash pieces as measured at the butt

(larger) end may vary from 1" – 3" diameter, with 60% of the pieces between 2" – 3" diameter as noted in the table below. Slash shall be compacted during installation to ensure that voids no larger than 3" exist within the compacted slash layer.

Slash Composition Table	
Distribution	Diameter
40%	1" – 2"
60%	2" – 3"

8-19.2(2) Mechanical Connections for Engineered Logjams

8-19.2(2)A Mechanical Connections for Engineered Logjams

The locations of mechanical connections are shown on the plans. There are 18 total; 6 per each machine built structure. The Contractor shall provide 1-inch diameter Type A 307, Grade A threaded rod and matching nuts for bolted connections. Six-inch square steel washers shall be made of ¼-inch thick steel plate with a 1-1/8-inch diameter hole centered in the square. Lengths of threaded rod shall be cut such that the finished connection protrudes a maximum of 2-inches on either side of the connection.

8-19.2(2)B Manila Rope

Manila rope shall be used to secure racking bundles and shall have a minimum of 0.5-inch diameter.

8-19.2(2)C Coir Fabric

Coir fabric shall be used in the construction of the racking bundles and slash blankets and shall be made of 100 percent durable coconut (coir) fiber uniformly compacted within woven netting made of bristle coir twine with a minimum tensile strength of 80 pounds. The netting shall have maximum nominal openings of 2 by 2-inch. Coir fabric shall have a minimum width of 48-inches.

When overlapping of coir fabric is required, use ¼-inch diameter commercially available hemp rope to splice rolls together.

8-19.2(2)D Wood Stakes

Wood stakes shall be untreated Douglas fir, hemlock, or pine species. Wood stakes shall be 2 x 2-inch nominal dimension by 18-inch length.

8-19.2(2)E Wood Piles

Wood piles shall be untreated Douglas fir, hemlock, or pine species. Wood piles shall be 4-inch nominal diameter by 8-foot length fence posts.

8-19.3 Construction Requirements

8-19.3(1) Machine-Construction of ELJs

The Contractor shall furnish or source from on-site material all logs and woody material required for completion of ELJ structures. Log delivery shall be coordinated with the Contracting Officer to allow for inspection and approval of all imported woody material. All logs shall be clearly marked in a manner which allows for ready determination of log type. The Contractor shall provide the Contracting Officer with a list of the markings used to identify each log type. The Contractor shall stage woody material in separate stockpiles organized by log type. The Contracting Agency reserves the right to reject and require replacement of imported woody material which does not meet the requirements of these Special Provisions. Logs and wood material shall be stockpiled within staging areas shown on the Plans prior to use in construction.

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

When required to be transported via truck, logs and rootwads shall not be overloaded or compressed. This may increase the total number of trips required to transport woody material to ELJ locations. The Contractor shall plan on these additional measures, and all costs associated with these measures shall be incidental to other Bid items. Logs, rootwads, and woody material damaged during transport and handling shall be replaced at the Contractor's expense.

The Contractor shall place specified materials in accordance with design specifications for each ELJ structure. This includes placement of logs, racking material, slash, racking bundles and slash blankets. Logs where no mechanical connections are required can vary in their alignment, orientation and spacing as approved by the Contracting Officer. Logs where connections are required shall make contact with the vertical members or horizontal members as shown. When field adjustments are necessary based on site conditions or to avoid impacts to existing vegetation, the Contracting Officer will identify appropriate modifications which may include adjustments to structure architecture, modifying log lengths, and other alterations to the ELJ; the Contractor shall anticipate this as a required component of the Work and shall be prepared to make such modifications.

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

Machine-constructed ELJs include primary structural elements within the existing channel as well as placement of loose racking material within the adjacent banks and on top of the existing floodplain adjacent to the structure. The Contractor shall first complete placement of the primary in-channel structural elements before dressing the adjacent banks and floodplain with racking material. A minimum of 50-percent of the racking material placed shall be partially embedded in the streambank. The Contractor shall first excavate to lay back the slope of the streambank adjacent to the structure, then place racking material as shown on the Plans, entangling individual pieces within the matrix of racking pieces, the in-channel portion of the structure, and existing vegetation adjacent to the structure. The Contractor shall backfill the streambank to existing ground, compacting lifts of no more than 24-inches using the bucket of an excavator. Remaining racking pieces shall be used to roughen the adjacent floodplain across as much of the alluvial valley as possible. Racking pieces placed on the floodplain shall be intertwined with existing trees and vegetation to the maximum extent practicable.

Construction of machine-constructed ELJ structures is subject to in-water work window requirements and shall only occur within isolated work areas after fish removal has been completed; given the characteristics of the ELJs required to complete the Work a Temporary Stream Diversion at each machine-constructed ELJ is anticipated to be a necessary component of the Work. At all times the Contractor shall adhere to permit requirements and shall pause Work to address any deficiencies immediately at no additional cost to the Contracting Agency.

8-19.3(1)A Site Preparation

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

The Contractor shall clearly mark with stakes, flagging, or paint all clearing limits and excavation limits at each ELJ site for review and approval by the Contracting Officer. The Contractor may clear vegetation within and adjacent to Work limits as approved by the Contracting Officer. The Contractor shall make every effort to minimize vegetation disturbance and any material cleared as part of the construction process shall be placed in front or within the structure as racking or slash material.

Natural logjams shall be avoided if possible. Any natural logjams or wood debris in Work areas shall be relocated with care to not destroy them. Wood debris and any natural logjams that are relocated are to be either reconstructed following completion of ELJs or incorporated into the ELJs as directed by the Contracting Officer.

8-26.3(1)B Excavation & Cleanup

No Work within wetted channels shall occur until the Work area has been isolated and defished.

The Contractor shall perform any excavation necessary for ELJ construction. This includes excavating to install rootwad posts and any other trenching or grading required to create a safe working area. The Contractor shall determine the necessary side slopes, benching, or shoring of excavation walls to prevent collapsing of excavation walls and to allow dewatering, log placement, and mechanical connections.

Excavated material shall be temporarily stockpiled adjacent to the ELJ Work area and be protected from erosion or entrainment by streamflow. Stockpiled material shall be backfilled when the excavation is no longer required for construction of the ELJ. Backfilled material shall be placed in lifts of not more than 24 inches and compacted with the bucket of an excavator or similar means. Any excess backfill material shall be spread as directed by the Contracting Officer.

Disturbed areas around the ELJ construction sites shall be bladed to remove machinery tracks and artificial mounds of material and shall be restored per the criteria for access roads in Section 8-05.3(3). The channel bed surface shall be returned to the pre-project elevation immediately outside of any ELJ structure. Any temporary working pads, platforms, or trenches shall be regraded to the pre-project contours.

8-19.3(2) Hand-Construction of ELJs

The Contractor shall source from on-site thinning as many logs and as much woody material possible for completion of hand-constructed ELJ structures. The Contractor shall import any woody material or logs

not available onsite. Felling trees for processing shall generally occur within a distance of 100 feet from hand-constructed ELJ locations unless otherwise approved by the Contracting Agency. The Contracting Agency will be on-site to coordinate harvest of trees in accordance with the approved thinning prescription for the project and the Contractor shall not harvest any trees for construction of hand-constructed ELJs without prior approval from the Contracting Officer. At each hand-constructed ELJ location, the Contracting Officer will mark specific trees suitable for harvest and use in construction. The Contractor shall be responsible for harvesting and processing, moving to the hand-constructed ELJ site, constructing ELJ components (racking bundles and slash blankets), and manipulating all woody material using a combination of manual and hand-operated tools.

The Contractor shall place specified materials in accordance with design specifications for each ELJ structure. This includes placement of logs, racking material, slash, racking bundles and slash blankets.

Transporting logs from the harvest site to the ELJ location and manipulating them into position shall be completed either manually or with the aid of hand-operated machines or mechanical equipment. The Contractor may utilize winches, pulleys, levers, and other approved means to gain mechanical advantage in completion of this Work provided that the operation of the tool(s) and equipment used by the Contractor does not require tracked or wheeled equipment or vehicles.

When excavation to partially embed log ends is shown on the Plans, the Contractor shall make every effort to complete this excavation with the use of hand tools (picks, shovels, hoes, etc.). If the nature of the material being excavated is such that the excavation cannot be completed after a good-faith effort by the Contractor, then The Contractor shall attempt to offset this lack of embedment through installation of timber piles.

When excavation is not feasible and installation of timber piles is required, the Contractor shall utilize hand-held tools to install piles to a target embedment depth of 4 feet below existing ground. Piles shall be driven on the downstream side of a structural log and preferentially located as close to the channel as possible. Piles shall be driven using hand operated equipment or tools; a gas-powered post driver is an acceptable means of installing piles. Piles driven less than 2 feet below existing ground shall be removed and re-driven at an alternate location identified by the Contracting Officer. The Contractor shall be prepared to install up to 6 piles at each hand-built ELJ structure.

When placing structural members to construct the structure every effort shall be made to intertwine logs with existing trees and vegetation. If possible, place members such that existing trees provide resistance to movement and rotation at two or more points.

Construction of hand-constructed ELJ structures is subject to in-water work window requirements and shall only occur within isolated work areas after fish removal has been completed; Temporary Stream Diversions at each hand-constructed ELJs are not anticipated to be required given the minimum disturbance to the channel and adjacent banks required to complete hand-constructed ELJs. At all times the Contractor shall adhere to permit requirements and shall pause Work to address any deficiencies immediately at no additional cost to the Contracting Agency.

8-19.3(3) ELJ Construction Plan

The Contractor shall submit an ELJ Construction Plan in accordance with the requirements of a Type 2 Working Drawing and these Specifications.

The ELJ Construction Plan shall provide the following information in the following order:

1. Schedule and Sequence
 - a. Provide a sequence of Work, dates, and durations for when the following will occur in accordance with the in-water work window in the Special Provisions:

- i. Site preparation at each ELJ site
 - ii. Temporary Stream Diversion or Temporary Water Management Plan (ensure a TWM Plan is submitted per Section 8-31.
 - iii. Excavation for ELJ installation
 - iv. Log and rock placement and structure assembly
 - v. Finished grading
 - vi. Removal of TSD or TWM, access roads, and rehabilitating the site to natural contour
 - b. The Contractor shall coordinate with the Contracting Officer regarding anticipated scheduling of ELJ construction with updates to the anticipated schedule provided to the Contracting Officer on a weekly basis.
2. Construction Methods
- a. List all machinery and the purpose of each piece of machinery used for ELJ construction.
 - b. Describe the number of crews and the sequencing of ELJ construction. Describe how many ELJs will be constructed at once and what activities (e.g., excavation, log placement) will be occurring simultaneously.
3. Materials
- a. Provide manufacture spec sheets for all materials, except wood, used in ELJ construction.

8-19.3(4) ELJ Components

8-19.3(4)A Racking Bundle Assembly

The Contractor shall assemble racking bundles for use in constructing ELJs as shown in the Plans. The recommended approach for constructing bundles is to first construct a frame with internal dimensions matching the dimensions shown on the Plans and then stacking racking material within the frame. Racking bundle lengths shall be field fit to match specific conditions for each placement. Racking logs in the racking bundle shall lie parallel with one another and shall be packed tightly. Once logs for a bundle are placed, the bundle shall be secured with manila rope. Other means and methods of constructing racking bundles are acceptable provided the finished racking bundles match the required dimensions and are secured by readily biodegradable materials.

When the Contracting Officer requires it, racking bundles shall be wrapped in coir fabric. The Contractor shall first lay out coir fabric cut to the width required and a sufficient length to wrap entirely around the completed racking bundle with a minimum of 2-feet of overlap. Manila rope lashings to secure the bundle are only necessary on the outside of the bundle when wrapping with coir fabric is required.

8-19.3(4)B Slash Blanket Preparation

The Contractor shall be responsible for constructing and placing slash blankets where required in the Plans. Slash blankets shall be constructed by wrapping coir fabric around slash material. Include small vegetation debris (leaves, twigs, duff, and local debris) to minimize void spaces. Wrap coir fabric around the debris, compressing the debris and minimizing void spaces, then use manila rope to tightly cinch the bundle in an approximate oval shape with a height of

approximately 18-inches and a length specific to the site conditions where the ELJ will be constructed.

The Contractor shall be responsible for constructing and placing slash blankets where required in the Plans. Slash blankets shall be completed at each ELJ. Slash blanket locations may be modified by the Contracting Officer depending on site conditions. Construct slash blankets by first laying out a length of coir fabric approximately 25 feet in length, parallel with the direction of flow. Layer slash material over the upstream half of the coir fabric, leaving a 3-foot tail for securing the bundle. Wrap the remaining fabric over the top of the layered slash and pull taut before securing to the channel bed with wooden stakes as shown on the Plans.

8-19.3(4)C2 Bolted Connections

Bolted connections shall be inserted through pre-bored holes no more than 1/16" of an inch greater than the specified diameter of the threaded rod. Nuts shall be tightened using an impact wrench. No more than 2 inches of bolt shall extend beyond the nut. After nuts are tightened, the bolt end threads shall be either peened, or physically damaged, such that the threads prevent the passing of the nut, or the nut shall be welded to the bolt to prevent the nut from backing off the bolt.

8-19.4 Measurement

Measurement for "ELJ ____" will be per each ELJ installed.

No individual unit of measurement shall apply to the lump sum bid item for "Wood Procurement & Harvest."

8-19.5 Payment

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

"ELJ ____", per each.

When measured per each, the unit contract price paid for "ELJ ____" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for completing all Work required for installation of the structure as described in the Plans, and these Special Provisions which may include, but is not limited to the following: hauling, and temporary staging of woody material; harvesting, processing, hauling, and placement of any additional necessary materials as shown on the project plans, site preparation, excavation and backfill associated with placement of logs, placement of logs, placement of racking material, construction and placement of racking bundles and slash blankets, final grading for a smooth transition, installation of all mechanical connections as shown on the Plans, and other Work that may be needed. No payment shall be made until the Engineer has reviewed and approved a completed ELJ structure. Any deficiencies noted shall be the responsibility of the Contractor and payment will not be released until the noted deficiencies are addressed to the satisfaction of the Engineer.

Payment for the lump sum bid item "Wood Procurement & Harvest" shall include full compensation for furnishing, transporting to the project site, and stockpiling within an approved temporary staging area, all woody material necessary for the Construction of each ELJ whether harvested onsite or imported. Logs which cannot be sourced on-site for use in construction of ELJs shall be imported as part of this bid item. The Contracting Agency anticipates at minimum that most or all of the materials for hand-built structures can be harvested onsite. The Contractor shall provide a lumpsum breakdown of each log type as part of

this bid item based on their review of the approved thinning prescription and a review of existing vegetation available for harvest within the project area.

8-31 TEMPORARY STREAM DIVERSION

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

(*****)

8-31 TEMPORARY WATER MANAGEMENT

8-31.1 Description

This work consists of designing, furnishing, installing, operating, maintaining, removing, and disposing of measures for isolating construction activities from surface waters and surrounding sensitive areas. This work also includes dewatering of in-stream or upland work areas, and other Work as detailed in these Specifications, the Plans, and in accordance with project Permit requirements. Dewatering may occur in conjunction with Temporary Work Area Isolation or as a stand-alone activity for excavations. This includes as necessary the bypassing of flow around the work areas, pumping water out of the isolated work area, installation of any necessary erosion control BMP's and other work as necessary to allow for completion and inspection of the work while maintaining Water Quality Standards and permit compliance. Except as authorized by project permits, anytime work occurs within the wetted channel, an isolated in-water work area shall be created. Isolated in-water work areas consist of a cofferdam, or other acceptable methods that keeps aquatic species and surface flow in Kahler Creek separated from turbid water in the active work area, and maintains State Water Quality Standards and permit compliance. The labor, materials, and equipment associated with restoring the streambed, channel banks, upland areas, and any other areas impacted by temporary work area isolation or dewatering facilities is incidental to this Work.

8-31.1(1) Definitions

Temporary stream diversion - Temporary stream diversion is defined as temporarily rerouting the entire flow of a stream or side channel to isolate a channel reach from active flow. The temporary stream diversion may be either a gravity or a pumped system. At all times of operation, the Contractor's temporary stream diversion(s) shall not restrict flows to less than the minimum flow rate(s) specified in the contract documents.

8-31.2 Materials

The Contractor shall detail all materials in the Temporary Water Management (TWM) Plan. Materials used shall comply with the requirements listed in this Section and all project permits.

8-31.2(1) Plastic Sheeting

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

8-31.2(2) Bulk Bags and Sand Bags

The cofferdam(s) used to stop water from flowing through the project area may use “bulk bags” and/or “sand bags”. Bulk bags shall be cube-shaped polypropylene woven fabrics with fully open tops, flat bottoms, four loops for lifting, minimum weight capacity of 2 tons, and 5:1 minimum safety factor. Sand bags shall be made from a woven synthetic material (polypropylene, polyethylene, polyamide, or other approved by the Contracting Agency) that is resistant to tearing. Bulk bags shall comply with the requirements of the HPA and be filled using clean pea gravel or similar. Material used in filling bulk bags or sand bags should not cause an exceedance of the allowable turbidity in the stream or waterbody.

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

8-31.2(3) Sheet Piles

Should the Contractor elect to utilize sheet piles for isolating work areas from surface waters, the sheet pile shall be of the type and material selected by the Contractor. Sheets shall be interlocking to prevent water from readily flowing between installed sheets. All sheets shall be in good condition and free of grease, chemicals, and all other deleterious materials which may be hazardous to aquatic life.

8-31.2(3) Sand Bags

Sand bags used to construct coffer dams shall be polypropylene woven fabrics approximately 18- to 24-inches in length, 12- to 18-inches in width, and 6- to 8-inches in height.

8-31.3 Construction Requirements

8-31.3(1) General

Definitions:

Temporary Water Diversion – temporary rerouting of stream flow to facilitate construction. This is an umbrella term encompassing temporary stream diversion, temporary work area isolation, and dewatering.

Temporary Stream Diversion – temporarily rerouting the entire flow of a stream or side channel to isolate a channel reach from active flow. A Temporary Stream Diversion may be either a gravity or a pumped system.

Temporary Work Area Isolation – using a combination of cofferdams, blocknets, or other methods to temporarily isolate a localized work area by excluding fish access to the area. A Temporary Work Area Isolation often involves blocking actively flowing water from the area to be isolated to facilitate completion of the Work and contain turbid waters.

Dewatering – removing groundwater or surface water from an isolated work area or upland excavation using pumps.

Isolated Work Area – the area between the upstream and downstream diversion dams of a temporary stream diversion or within the cofferdam of a temporary work area isolation.

8-31.3(1)A General TWM Requirements

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

The temporary stream diversion may be either a gravity or a pumped system. Pump screens must comply with the requirements in Section 8-31.3(4). Once a pumped diversion begins, the pump must run continuously until it is no longer necessary to bypass flows. At all times of operation, the Contractor's temporary stream diversion(s) shall not restrict flows to less than the minimum flow rate(s) specified in the contract documents. The Contractor shall have back-up pumps on site and shall provide twenty-four-hour monitoring of the pumping operation. Monitoring can be achieved by providing monitoring personnel on site or by agreement with regulatory agencies through remote sensing and instrumentation to verify operation of the bypass. If the Contractor elects to monitor by remote sensing and instrumentation, a Type 2 Working Drawing shall be submitted outlining how system operation will be monitored, how alerts will be made and how personnel will respond to a diversion system failure.

Diversion dams and cofferdams shall be constructed using bulk bags or sand bags.

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

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

8-31.3(1)B Minimum Stream Flows

Limited to no flow data is available or this project site, therefore the below information is provided as a conservative baseline for bidders. Onsite conditions may differ at the time of construction. The Contractor is responsible for designing and implementing a temporary stream diversion system capable of conveying up to 5 cfs. The Contractor may utilize a system with a lower capacity depending on streamflows but shall be responsible for expanding capacity up to the capacity specified herein in response to flow changes within 24 hours as needed.

8-31.3(1)C Temporary Work Area Isolation

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

Temporary Work Area Isolations may be dewatered or the Contractor may elect to work in the wet, as shown on the Plans and approved by the Engineer, if they can demonstrate that doing so will not negatively affect the quality of the Work. If the area is dewatered, pumps may be shut down and water allowed to pool in work areas outside of working hours, provided that doing so does not damage the work and turbid waters do not enter sensitive areas such as wetlands or waterbodies.

8-31.3(1)D Cofferdams and Diversion Dams

Diversion dams and cofferdams shall be constructed using bulk bags, sheet piles or other means approved by the Contracting Officer. Bulk bags and sand bags shall be filled with Cofferdam Gravel. On-site gravel collection locations must be approved in advance by the Contracting Officer. Bulk bags can be filled to their maximum capacity. Bulk bags do not require secure closure if they securely hold the material with which they have been filled without being tied shut. Sand bags shall be snugly tied shut to retain the material within the bag. Bulk bags and sand bags shall be handled and placed in a manner that minimizes damage and likelihood of tearing. Bags shall be filled prior to placement in the channel. The Contractor shall make every effort possible to minimize the number of bulk bags or sandbags that rip or tear and release sediment into the river.

8-31.3(1)E TWM Plan Implementation Meeting

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

Those attending shall include:

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

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

8-31.3(2) Temporary Water Management Plan

8-31.3(2)A General Plan Requirements

The Contractor shall submit a Temporary Water Management (TWM) Plan for review by the Contracting Agency. The TWM Plan shall comply with the requirements of a Type 2 Working Drawing and the Specifications and Contract Provisions. A separate TWM Plan shall be prepared and submitted for each temporary stream diversion. The Plan shall be submitted by the Contractor for approval a minimum of ten (10) working days prior to the preconstruction conference and must be approved prior to any in-water work.

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

on the project site at all times. The Contractor shall incorporate the Sequencing of the TWM Plan into their overall Project Schedule.

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

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

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

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

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

8-31.3(2)B Plan Requirements

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

1. Descriptions of type, materials and Locations of each temporary stream diversion
 - a. Identify the name of the water body where the temporary stream diversion will be placed. Provide a description of the methods and materials being proposed.
 - b. Provide drawings showing the location of the temporary stream diversion, including proposed access routes and equipment to be used to construct the diversion.
 - c. Illustrate the locations of all dewatering sumps, discharge lines, and outfall areas.
2. Schedule and Sequence
 - a. Provide a detailed schedule and sequence showing all activities that illustrate how the Work will be completed within the in-water work window. This shall indicate the sequence of Work, dates, and durations for when the following will

occur, in accordance with the allowed in-water work window in the Special Provisions:

- i. TWM Plan Implementation Meeting.
 - ii. Fish Block Net Installation and Fish exclusion (performed by the Contracting Agency).
 - iii. Installation of the TWM Plan Components.
 - iv. Dewatering of the isolated work area.
 - v. Restoration and stabilization of the isolated work area to prevent erosion.
 - vi. Relocations of the temporary stream diversion to accommodate the work sequence (if needed).
 - vii. Channel rewatering.
 - viii. Removal of the TWM Plan components
 - ix. Fish block net removal (performed by Contracting Agency).
 - b. Include other Work that needs to be coordinated with the TWM (e.g., temporary erosion control).
3. Calculations and Materials
- a. Identify outfall protection and dissipation methods for all dewatering efforts both upland and instream. All outfalls must be protected to prevent erosion.
 - b. Calculations shall demonstrate the diversion system conveys the minimum peak flow specified by the Contracting Agency and include tidal influence where applicable.
 - c. Temporary stream diversions shall include a water conveyance system to be used for dewatering and rewatering that is capable of conveying the flow required for the temporary stream diversion.
 - d. Methods for anchoring cofferdams, temporary stream diversion pipe and associated hardware; include calculations to demonstrate the device's ability to anchor the pipe and associated hardware.
 - e. Specifications for all materials and equipment to be used as part of the diversion including pump or diversion capacities and hose sizes. For example, provide the type, profile, and size of pipe.
 - f. Provide the size of fish screens (mesh size and surface area) to be used.
 - g. Detail where bags will be used for temporary stream diversion. Bags shall comply with the requirements of the HPA.
 - h. Detailed specifications and calculations for all additional materials and methods required for construction dewatering. Locations proposed by the Contractor for upland infiltration must be identified and approved.
4. Work Area Isolation and Dewatering
- a. Describe how flows will be conveyed around the project area without impacting the work area and list all materials that will be used.
 - b. Provide the method(s), including locations and details (narrative and drawings) for isolating the work area or blocking both the upstream and downstream ends

of the stream diversion. Describe how minor leakage from upstream and downstream will be addressed.

- c. Describe the means by which the height of the isolation can be increased an additional foot within 4 hours in the event that flow increases require an increase in isolation height. Provide contact information for the Construction Personnel responsible for adaptively managing increases in flows.
- d. Include provisions for scour protection at the temporary stream diversion outfalls.
- e. Identify the means and methods for dewatering including the handling, treatment and/or disposal of sediment laden water.

5. Contingency Plan (when required)

- a. The Contractor shall include the details of the system in the TWM Plan sections that are applicable.
- b. Describe the work that will be implemented and the materials to be used in the event of a storm producing streamflow in excess of the design flow requirement, equipment failure, vandalism, or other incident.
- c. Provide the type and size of materials that will be used in the event of the work area becoming inundated, including fish exclusion coordination with Contracting Agency if the block nets are compromised.
- d. Describe how the contingency equipment and materials will be stored, inspected and maintained so they are ready for use if required.
- e. Describe how the contingency system will be deployed and operational within 2 hours, if required.

6. Inspection and Maintenance

- a. Provide the schedule and frequency for inspection of the temporary water management facilities including the emergency contact information for the individuals inspecting and/or repairing. For temporary stream diversions, include weekends and holidays.
- b. Describe how maintenance and Contracting Agency notification will be conducted when inspections identify deficiencies in the TWM facilities. These include, but are not limited to, removal and disposal of trapped sediment and debris; repairing leaks; increasing height and/or width of isolation materials if flows approach 75% of the minimum capacity and any other procedures employed by the Contractor to adapt to changing flow conditions.
- c. The Contractor shall keep a record of all inspections and maintenance of the temporary water management facilities and shall provide the records to the Contracting Officer when requested.
- d. The Contractor shall notify the Engineer within 12 hours of an emergency repair.

7. Rewatering the Stream Channel

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

- b. Identify measures that will prevent the stranding of fish during rewatering (i.e., describe methods, rates, and durations of the rewatering process knowing that flows downstream of the fish block must be maintained to protect fish).
8. Removal of the TWM Facilities
 - a. Describe the sequence that will be used for removing the TWM facilities and methods to prevent exceeding allowable water quality standards.
 - b. Describe how disturbed soil will be permanently stabilized.
9. Other Work required for the Contractor's TWM.

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

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

The Contractor shall notify the Engineer in writing a minimum of 14 calendar days before fish block net installation and fish and aquatic species exclusion is scheduled or prior to closing the coffer dam of a temporary work area isolation.

The Contractor shall allow the Contracting Agency 7 calendar days after the beginning of the in-water work window for the following:

1. To install fish block nets upstream and downstream of the in-water work area, where required; and
2. Safely capture and relocate all fish and other aquatic organisms that become trapped between the block nets or that may become trapped inside the proposed isolation area.

8-31.3(3)A Contracting Agency Provided Materials

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

8-31.3(4) Dewatering Work Areas

Where necessary, the Contractor shall design, install, operate, maintain, and remove a construction dewatering system. The construction dewatering system shall be used to remove water from work areas including precipitation, surface water trapped within or entering the work area, and seepage when the excavations extend below groundwater. The system shall be capable of handling anticipated seasonal groundwater variations and storm events. The system shall provide for a reasonably dry work area free of standing water that impedes construction or degrades the working surface of the excavation.

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

All pumps used for dewatering below ordinary high water shall have an intake covered with a fish screen, operated, and maintained in accordance with RCW 77.57.010 and RCW 77.57.070. Appropriate fish screens are as follows:

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

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

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

8-31.3(4)A Disposal of Dewatering Water

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

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

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

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

During in-water work, turbidity will be monitored in accordance with environmental permits obtained by the Contracting Agency and provided to the Contractor. If turbid water is exiting the isolated work area to

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

8-31.3(5) Inspection and Maintenance

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

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

The fish block nets shall be kept clear of debris that could jeopardize the integrity of the nets. The Contractor shall perform the following activities a minimum of three times per day or when requested by the Engineer. On working days, these activities shall be performed at the start, middle, and at the end of the working day. On non-working days, these activities shall be performed between 6:00 am and 8:00 am, between 11:00 am and 1:00 pm, and between 4:00 pm and 6:00 pm:

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

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

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

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

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

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

during rewatering of the stream channel and immediately take any corrective measures necessary if turbidity increases during removal of the temporary stream diversion.

The Contractor shall immediately take all corrective actions necessary to prevent the water from exceeding the turbidity standards should the stream turbidity increase. All Work within the channel, except for removal of the temporary erosion control items, shall be completed before the temporary stream diversion is removed. The Contractor must finish all construction activities within the limits of the Ordinary High-Water Line, including but not limited to final grading and site restoration before the Contractor removes temporary work area isolation.

8-31.3(7) Removal of Fish Block Nets

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

8-31.4 Measurement

No unit of measure shall apply to the lump sum bid item for “Site Isolation and Dewatering.”

8-31.5 Payment

The lump sum Contract price for “Site Isolation and Dewatering” shall be full payment for all materials, equipment, labor, and other costs associated with installing, maintaining, and removing the site isolation and dewatering facilities at approved upstream and downstream locations, and performing other Work as described in this section.

Progress payments for the these bid items will be made as follows (per Bid Schedule):

1. The Contracting Agency will pay 10 percent of the bid amount following the approval of the TWM, SWPP and TESC plans.
2. The remaining ninety percent of the Bid amount will be paid proportionately per ELJ completed upon completion of that ELJ using the formula:
$$\text{Payment per ELJ completed} = 90\% * \text{Bid Amount} / \text{number of ELJs requiring isolation}$$

END OF SPECIAL PROVISIONS

APPENDICES

PAGE LEFT BLANK INTENTIONALLY

APPENDIX A: PREVAILING WAGES

FEDERAL WAGE RATES

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

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

WASHINGTON STATE WAGE RATES

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

APPENDIX B: PROJECT PERMITS

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.	STATUS	DOCUMENT ACCESS
Nationwide Permit	USACOE	NWS-2024-1037	In-Hand	https://www.co.chelan.wa.us/files/natural-resources/documents/ConstructionContracting/NWS_2024_1037_KahlerAWS_NWP.pdf
Hydraulic Project Approval	WDFW	TBD	Pending	Pending

APPENDIX C: CONTRACT DRAWINGS

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

https://www.co.chelan.wa.us/files/natural-resources/documents/Construction_Contracting/Kahler%20AWS_Final%20Design_Stamped.pdf

APPENDIX D: APPROVED THINNING PRESCRIPTION

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

https://www.co.chelan.wa.us/files/natural-resources/documents/Construction_Contracting/Kahler%20Creek%20AWS%20Thinning%20Prescription.pdf