

CITY OF OLYMPIA

Percival Landing 2021 Repairs

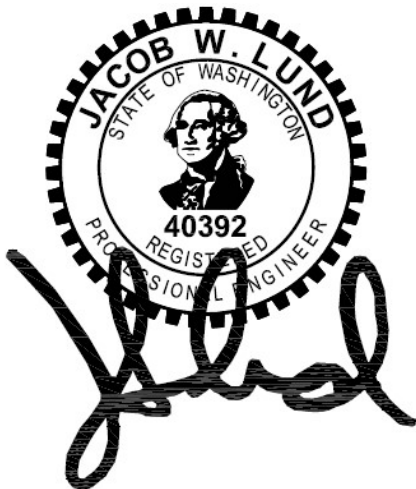
Project No. 1956H

CONTRACT PROVISIONS

BID OPENING

September 30, 2021

1 P.M.



Percival Landing 2021 Repairs
Project No. 1956H

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NOTICE TO BIDDERS

Percival Landing 2021 Repairs Project No. 1956H

Sealed bids for the above project will be received from Contractors by the City of Olympia through the drop-box labeled “**Bid & Proposal Drop Box**” at Olympia City Hall located at 601 4th Ave E, Olympia, Washington 98501.

- The drop box will be opened for submittals at **10:00 AM, September 29, 2021**
- The sealed bids will be removed, publicly opened and read at **1:00 P.M, September 30, 2021**, on the covered steps of Olympia City Hall to allow for safe social distancing.

The City will only open and consider bid proposals received through the drop-box labeled “**Bid & Proposal Drop Box**” or by mail as described below.

In addition to placing sealed bids in the bid and proposal drop-box, Contractors may choose to mail in bids instead. Mail bids to the following address:

Jake Lund, PE, Parks Senior Engineer
City of Olympia Parks, Arts, & Recreation
PO Box 1967
Olympia, WA 98507-1967

It is the responsibility of the Contractor to ensure that mailed bids are received by **12:00 PM, September 29, 2021**. Bids must be received early enough to ensure it is processed through the City’s mail service in time. Any bids received after the bid submittal deadline of **1:00 PM, September 30, 2021** will not be accepted.

Contract Documents and planholder’s list can be viewed, purchased, or downloaded on the Builders Exchange website at www.bxwa.com after September 19, 2021.

You may also obtain project plans and specifications for City of Olympia projects via public records request. Please visit our Public Records webpage (<http://olympiawa.gov/city-government/public-records-requests>). Public records fees apply. **Please note:** *If you obtain project plans and specifications through any process other than through registration on Builder’s Exchange, you will NOT be added to the list of bidders who receive bid packet addenda and other information sent to those who register as bidders.*

This project provides for maintenance and repair of the existing boardwalk and floating docks at Percival Landing along the downtown Olympia waterfront. Overwater and above water repairs include repair of gangway gates, deck board replacement and shimming, shimming of non-bearing columns, repair and replacement of timber elements like dock rub boards, bench boards, hand rails, and boardwalk lateral bracing. The single in-water work element is the addition of supplemental flotation on two floating docks. All work will be performed in accordance with the Contract Documents. The Engineer’s Probable Opinion of Cost is \$106,700.

This project does not have Federal Aid funding.

All prospective bidders should attend the mandatory pre-bid meeting on September 27, 2021, at 9:00 AM. A sign-in sheet will be kept and checked against all received bids. Bidders should meet at the Isthmus Park at 531 4th Avenue, Olympia WA 98501.

The City of Olympia does not discriminate against any entity based on any status protected by law in consideration for award of a City contract.

The prime contractor on a City contract of \$50,000 or more shall comply with Olympia's Equal Benefits Ordinance, Olympia Municipal Code Chapter 3.18.

All bids must be submitted on the forms furnished for that purpose, and each proposal must be accompanied by bid bond, or certified check made payable to the City of Olympia, in an amount of not less than (5) percent of the total bid amount.

Any questions regarding the contract documents can be directed to Jake Lund, Parks Senior Engineer at jlund@ci.olympia.wa.us. If necessary, questions will be answered via an addendum.

The City of Olympia reserves the right to reject any and all bids and to waive minor irregularities in the bidding process.

DATED at Olympia, Washington this 16th day of September, 2021.

JAKE LUND, P.E.
Olympia Parks Senior Engineer

PUBLISHED: *The Olympian*, September 19 and 26, 2021
MRSC Small Works Roster, September 16, 2021
OMWBE, September 16, 2021

SPECIFICATIONS

The following Specifications shall apply to all construction work performed for the City of Olympia, within the public right-of-way, or as an extension, betterment, or addition to any of the City's utility or transportation systems. The Specifications are comprised of the following:

STANDARD SPECIFICATIONS. The Standard Specifications (that are not attached, but are available online) are the *2021 Standard Specifications for Road, Bridge, and Municipal Construction from the Washington State Department of Transportation*. All work shall be completed in accordance with the *Standard Specifications* unless otherwise noted in the Contract Provisions.

PROJECT SPECIFICATIONS. Several types of specifications may be included in this project, such as Special Provisions, Technical Provisions, WSDOT Amendments, and Federal-Aid Provisions. These specifications modify or supplement the *WSDOT Standard Specifications* as provided below:

SPECIAL PROVISIONS. The City of Olympia Special Provisions are made up of General Special Provisions (GSPs) from various sources, which may have project specific Special Provisions. Each provision 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 be interpreted that the balance of the section does not apply.

TECHNICAL PROVISIONS. The Technical Provisions are unique specifications in that the format is typically not the same as the *Standard Specifications* (WSDOT Standard Format). Generally, the Technical Provisions specify only the materials and construction requirements for items of work not typically described in the *Standard Specifications*.

WSDOT AMENDMENTS. The WSDOT Amendments are amendments to the *Standard Specifications* issued by WSDOT and available online

FEDERAL-AID PROVISIONS. The Federal-Aid Provisions are project specific modifications to the *Standard Specifications* that apply to projects with Federal-Aid funding.



SPECIAL PROVISIONS

CITY OF OLYMPIA SPECIAL PROVISIONS

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INTRODUCTION

(January 1, 2021- OLY GSP)

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

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

The project-specific Special Provisions are labeled as such; and the GSPs are labeled under the headers of each GSP, with the date of the GSP and its source, as shown in the following examples:

(July 31, 2017 - APWA GSP)
(January 1, 2021 - OLY GSP)
(PROJECT SPECIAL - May 1, 2021)

In case of conflicts between the various elements of the Contract, refer to Section 1-04.2 of these Special Provisions for order of precedence.

Also incorporated into the Contract 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, current edition, and
- *City of Olympia Engineering Design and Development Standards (EDDS)*, currently adopted version. An electronic copy of the EDDS is available at <http://www.codepublishing.com/wa/olympia/>.

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

DESCRIPTION OF WORK

(PROJECT SPECIAL - July 2021)

This project consists of maintenance and repair of the existing boardwalk and floating docks at Percival Landing, along the downtown Olympia waterfront. Overwater and above water repairs include repair of gangway gates, deck board replacement and shimming, shimming of non-bearing columns, repair

and replacement of timber elements like rub boards, bench boards, hand rails, boardwalk lateral bracing. The single in-water work element is the addition of supplemental flotation on two floating docks. All work depicted on the contract plans shall be performed in accordance with the Contract.

This project does not have Federal Aid funding.

SECTION 1-01, DEFINITIONS AND TERMS

1-01.3 Definitions

(PROJECT SPECIAL - July 2021)

*Revise the first paragraph under **Completion Dates** to read:*

Substantial Completion Date

Substantial Completion Date is the day the Engineer determines the Contracting Agency has full and unrestricted use and benefits of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, all the initial plantings are completed 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.

1-01.3 Definitions

(May 1, 2016 - OLY 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.

Physical Completion Date

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

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required

by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

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

Supplement this section with the following:

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

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

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for “Contract”.

Contract Time

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

Maintenance Hole

The term Maintenance Hole shall be interchangeable with, and have the same meaning as, the term Manhole, as defined and used in the Standard Specifications and industry standards.

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.

Erosion and Sediment Control Plan (TESC)

Stormwater Pollution Prevention Plan (SWPPP).

All references to "Stormwater" and "Storm Sewer" in the Contract Documents shall be considered interchangeable.

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency's headquarters are located.

SECTION 1-02, BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 - APWA GSP)

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

1-02.1(1) Supplemental Qualifications Criteria

(July 31, 2017 - APWA GSP)

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

1-02.2 Plans and Specifications
(PROJECT SPECIAL – July 2021)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed will be found in the Notice to Bidders for the work.

After award of the contract, two (2) sets of the contract plans and provisions will be issued to the Contractor at no cost. All contract documents will also be issued to the contractor in electronic format following award.

1-02.5 Proposal Forms
(July 31, 2017 - APWA GSP)

Delete this section and replace it with the following:

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

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

1-02.6 Preparation of Proposal
(April 1, 2008 - OLY GSP)

Supplement this section with the following:

The Bidder shall submit a completed "Equal Benefits Compliance Declaration" on contracts of \$50,000.00 or more.

(March 1, 2018 - OLY GSP)

Supplement the second paragraph with the following:

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

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

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

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

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

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

1-02.9 Delivery of Proposal

(March 1, 2018 - OLY GSP)

Delete this section and replace it with the following:

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

The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance with Wage Payment Statutes" document where the Bidder under penalty of perjury verifies that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350 subsection (1) (g), as required per Section 1-02.14. The "Certification of Compliance with Wage Payment Statutes" document shall be received with the Bid Proposal.

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" (Certification of Compliance with Wage Payment Statutes) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(July 23, 2015 - APWA GSP)

Delete this section, and replace it with the following:

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

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

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

supplemented package, then its bid shall be considered withdrawn.

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

1-02.13 Irregular Proposals
October 1, 2020 APWA GSP)

Delete this section and replace it with the following:

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

(January 1, 2021 - OLY GSP)

Supplement Item 1 with the following:

- o. The Bidder fails to submit or properly complete the Equal Benefits Compliance Declaration.

1-02.13 Irregular Proposals

October 1, 2020 APWA GSP)

Delete this section and replace it with the following:

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

1-02.14 Disqualification of Bidders

(March 1, 2018- OLY GSP)

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; and the following Supplemental Criteria:

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

The following criteria will be verified by the Contracting Agency, verification need not be submitted by the Contractor:

1. Delinquent State Taxes

- A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. Documentation: The Bidder, if and when required as detailed below, shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List"

website: <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx>, or if they are so listed, they must submit a written payment plan approved by the Department of Revenue , to the Contracting Agency by the deadline listed below.

The following criteria must be submitted by the Contractor to the Contracting Agency:

2. Federal Debarment

- A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
- B. Documentation: The Bidder, if and when required as detailed below, shall not be listed as having an “active exclusion” on the U.S. Government’s “System for Award Management” database (www.sam.gov).

3. Subcontractor Responsibility

- A. Criterion: The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.
- B. Documentation: The Bidder shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. Claims Against Retainage and Bonds

- A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three (3) years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three (3) years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
 - Name of project
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

- A. **Criterion:** The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five (5) years prior to the bid submittal date.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.

6. **Termination for Cause / Termination for Default**

- A. **Criterion:** The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five (5) years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date.

7. **Lawsuits**

- A. **Criterion:** The Bidder shall not have lawsuits with judgments entered against the Bidder in the five (5) years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five (5) years prior the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts or shall submit a list of lawsuits with judgments entered against the Bidder in the five (5) years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts.

As evidence that the Bidder meets the mandatory and supplemental responsibility criteria stated above, the apparent two lowest Bidders must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets all of the mandatory and supplemental criteria together with supporting documentation including but not limited to that detailed above (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all mandatory and supplemental responsibility criteria. 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 and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may (but is not required to) consider mitigating factors in determining whether the Bidder complies with the

requirements of the supplemental criteria.

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

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

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

1-02.15 Pre-Award Information

(January 1, 2014 - OLY GSP)

Supplement this section with the following:

7. Obtain and furnish a copy of a business license to do business in the city or county where the work is located.
8. Furnish a copy of State of Washington Contractor's Registration.

SECTION 1-03, AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(January 23, 2006 - APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and

recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

Add the following new sub-section:

1-03.1(2) Bidding Preference

(January 1, 2014 – OLY GSP)

In accordance with RCW 39.04.380, effective March 30, 2012 the State of Washington is enforcing a reciprocal preference for Resident contractors. If a bid is received from a contractor who is:

- a. A Nonresident contractor (that is, at the time of bidding on a public works project, does not have a physical office located in the State of Washington); and
- b. From a state that provides a percentage bid preference to its resident Contractors bidding on public works contracts in that state, as shown here:

<http://www.ga.wa.gov/pca/ recip.htm#> ;

then a comparable percentage disadvantage will be applied to the Total Bid of that Nonresident contractor. The state of residence for a Nonresident contractor is the state in which the Contractor is incorporated or, if not a corporation, the state where the Contractor's business entity was formed. All Nonresident contractors will be evaluated for out of state bidder preference. If the state of the Nonresident Contractor provides an in-state Contractor preference, a comparable percentage disadvantage will be applied to their bid prior to determining the lowest responsive, responsible bidder.

If a Nonresident Contractor is still the lowest responsive, responsible Bidder after the Nonresident Disadvantage Total is applied, then they will be awarded a Contract in the amount of their original bid (not including the disadvantage percentage amount). See <http://www.ga.wa.gov/eas/PublicAgency.htm> for further explanation, if needed.

1-03.3 Execution of Contract

(October 1, 2005 - APWA GSP)

Revise this section to read:

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

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

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

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

1-03.4 Contract Bond

(March 3, 2014 - OLY GSP)

Revise the first paragraph to read:

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
6. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
7. 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 must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

SECTION 1-04, SCOPE OF THE WORK

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

(PROJECT SPECIAL – July 2021)

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. Technical Provisions;
5. Contract Plans;
6. Permit requirements
7. City of Olympia Engineering Design and Development Standards;
8. WSDOT Amendments to the Standard Specifications;
9. WSDOT Standard Specifications for Road, Bridge and Municipal Construction, and;
10. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.6 Variation in Estimated Quantities

(July 10, 2009 - OLY GSP)

Delete the first paragraph and replace it with the following:

Payment to the Contractor will be made only for the actual quantities of work performed and accepted in conformance with the contract. When the accepted quantity of work performed under a unit item varies from the original proposal quantity, payment will be at the unit contract price except as provided otherwise in this section. No adjustment in unit contract prices will be made for any item unless the total accepted quantity of any contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original proposal quantity and the increase or decrease in quantity results in a change of \$10,000 or more as measured by the original bid quantities and unit prices for that item. In that case, payment for contract work may be adjusted as described herein.

1-05.8 Vacant

(January 1, 2021 - OLY GSP)

Revise the title of this section to read:

1-05.8 Video of Pre-Construction Conditions

(PROJECT SPECIAL – July 2021)

Supplement this section with the following:

The Contractor shall provide a video of pre-construction existing conditions for the construction area.

Video shall include the following (as applicable):

1. All easements, streets, and alleys;
2. Existing drainage, driveways, sidewalks, and other frontage improvements;
3. Existing condition of each face of an existing structure (houses, garages, sheds, fences, etc.) lying within 50 feet of the construction area;

4. All interior and exterior features of a building/structure when work is included inside a structure.
5. All existing boardwalk and float dock areas where work will be completed.

The Contractor shall provide a digital copy of the video and any additional photos to the City prior to any construction. All costs for providing and furnishing the pre-construction video shall be included in other bid items in the proposal.

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.

1-05.11 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

(October 1, 2005 - APWA GSP)

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

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

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the 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 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
(October 1, 2005 - APWA GSP)

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The 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 Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within seven (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.

1-05.11(3) Operational Testing
(October 1, 2005 - APWA GSP)

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore, when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

1-05.12 Final Acceptance
(January 1, 2012 – OLY GSP)

Delete the first paragraph and replace it with the following:

The Contractor must perform all obligations under the Contract before a Completion Date and final acceptance can occur. Failure of the Contractor to perform all the obligations under the Contract shall not bar the City from unilaterally accepting the Contract as provided in Section 1-09.9. The City Engineer accepts the completed Contract and the items of Work shown in the final estimate by signature of the Final Acceptance letter. The date of that letter establishes the date of Final Acceptance. Progress estimates or payments shall not be construed as acceptance of any Work under the Contract.

Add the following new section:

1-05.12(1) One-Year Guarantee Period
(March 8, 2013 - APWA GSP)

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the

Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

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

(January 9, 2013 – OLY GSP)

Delete the last two paragraphs.

Add the following new section:

1-05.16 Water and Power

(October 1, 2005 - APWA GSP)

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

Add the following new sub-section:

1-05.17 Oral Agreements

(October 1, 2005 - APWA GSP)

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

Add the following new sub-section:

1-05.18 Record Drawings

(February 5, 2014 - OLY GSP)

The Contractor shall maintain one set of full size plans for Record Drawings, updated with clear and accurate red-lined field revisions on a daily basis, and within 2 business days after receipt of information that a change in Work has occurred. The Contractor shall not conceal any work until the required information is recorded.

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on site at the Contractor's field office, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record

Drawings to each progress meeting for review.

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

- Actual dimensions, arrangement, and materials used when different than shown in the Plans.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.
- Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

Record drawings shall adhere to the following tolerances:

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.05 foot	± 0.10 foot
As-built monumentation	± 0.05 foot	± 0.05 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.05 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

Making Entries on the Record Drawings:

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
 - Additions - Red
 - Deletions - Green
 - Comments - Blue
 - Dimensions - Graphite
- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting

Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

Payment for Contractor preparation of Record Drawings shall be incidental to other bid items.

SECTION 1-06, CONTROL OF MATERIAL

1-06.1 Approval of Materials Prior to Use

(February 8, 2019 - OLY GSP)

Supplement this section with the following:

The Contractor shall furnish to the Engineer for review one (1) complete submittal package for each bid item, which includes all materials necessary to complete that item of work.

The City's "Material Submittal Form" shall accompany all submittals. All submittals shall be dated, signed, and certified by an authorized representative of the Contractor as being correct and in conformance with the Contract.

The Engineer intends to complete the review of all submittals within ten (10) working days of receipt. When incomplete or rejected submittals are returned to the Contractor, the Contractor shall make appropriate revisions and re-submit. Review of re-submittals will be completed within ten (10) working days. The contract time shall not be extended on the basis that the Contractor experienced delays due to rejection of submittals.

The Engineer's review of the Contractor's submittals shall not relieve the Contractor of the entire responsibility for the correctness of details and dimensions. The Contractor shall assume all responsibility and risk for any errors in Contractor submittals.

Whenever materials or equipment are described by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. If the name is followed by the words "or equivalent," indicating that a substitution is permitted, materials or equipment of other suppliers may be accepted by the Engineer. Sufficient information shall be submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named, subject to the following requirements:

1. The burden of proof as to the type, function, and quality of any such substitute material or equipment shall be upon the Contractor.
2. The Engineer will be the sole judge as to the type, function, and quality of any such substitute material or equipment and the Engineer's decision shall be final.
3. The Engineer may require the Contractor to furnish, at the Contractor's expense, additional data about the proposed substitution.
4. Acceptance by the Engineer of a substitute item proposed by the Contractor shall not relieve the Contractor of the responsibility for full compliance with the Contract and for adequacy of the substitute item.

5. No substitute materials shall be installed by the Contractor until written approval has been obtained from the Engineer authorizing the material as an “Approved Equivalent”.

Any material purchased or labor performed prior to such approval shall be at the Contractor's risk. The Contractor must receive all material approvals before the materials will be allowed on the project.

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(May 4, 2020 – OLY GSP)

This section is supplemented with the following:

In response to COVID-19, the Contractor shall prepare a project specific COVID-19 Health and Safety Plan (CHSP) in conformance with Section 1-07.4(2). A copy of the CHSP developed by the Contractor shall be submitted to the Engineer as a Type 2 Working Drawing. Resources to help prepare and comply with the CHSP can be found at the Building Industry Association of Washington Construction Safety Plan website, available at <https://www.governor.wa.gov/sites/default/files/COVID19Phase2ConstructionSafetyGuidance.pdf>.

(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 60.28.050). 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

(June 27, 2011 - APWA GSP)

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

(June 27, 2011 - APWA GSP)

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such

sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

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

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

1-07.2(3) Services

(January 1, 2015 - OLY GSP)

This section is supplemented with the following:

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 224).

1-07.4 Sanitation

1-07.4(2) Health Hazards

(June 5, 2020 – OLY GSP)

This section is supplemented with the following:

COVID-19 Health and Safety Plan (CHSP)

The Contractor shall prepare a project specific COVID-19 Health and Safety Plan (CHSP). The CHSP shall be prepared and submitted as a Type 2 Working Drawing prior to beginning physical Work. The CHSP shall be based on the most current State and Federal requirements. If the State and Federal requirements are revised, the CHSP shall be updated as necessary to conform to the current requirements.

The Contractor shall update and resubmit the CHSP as the work progresses and new activities appear on the look ahead schedule required under Section 1-08.3(2)D. If the conditions change on the project, or a particular activity, the Contractor shall update and resubmit the CHSP. Work on any activity shall cease if conditions prevent full compliance with the CHSP.

The CHSP shall address the health and safety of all people associated with the project including Contracting Agency workers in the field, Contractor personnel, consultants, project staff, subcontractors, suppliers and anyone on the project site, staging areas, or yards.

The cost for development and implementation of the CHSP shall be incidental to

associated items of the Contract Work.

1-07.6 Permits and Licenses

(PROJECT SPECIAL – July 2021)

Delete and replace this section with the following:

Permits will be handled as follows:

1. HPA Permit. The City has already obtained Hydraulic Project Approval from Washington Department of Fish and Wildlife.
2. Nationwide Permit 3, Maintenance. The City has already obtained the Nationwide Permit from the US Army Corp. of Engineers.
3. No other City building permits are required.

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

(PROJECT SPECIAL – July 2021)

1-07.18(1) General Requirements

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

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

1-07.18(2) Additional Insured

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

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

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

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

1-07.18(3) Subcontractors

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

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

Commercial General Liability insurance shall be written on coverage forms at least as

broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, liability, and aviation liability and aircraft 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
- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury each offence
- \$1,000,000 Stop Gap / Employers' Liability each accident
- \$1,000,000 Each Occurrence Aviation and Aircraft Liability
- \$2,000,000 Aviation and Aircraft Aggregate

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.

1-07.18(5)D Excess or Umbrella Liability (January 4, 2016 - APWA GSP)

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than \$1,000,000 each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance

All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional insureds on the Contractor's Excess or Umbrella Liability insurance policy.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.

1-07.18(5)E LHWCA Insurance
(January 4, 2016 - APWA GSP)

If this Contract involves work on or adjacent to Navigable Waters of the United States, the Contractor shall procure and maintain insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act (LHWCA).

Such policy must provide the following minimum limits:

- \$1,000,000 Bodily Injury by Accident – each accident
- \$1,000,000 Bodily Injury by Disease – each employee
- \$1,000,000 Bodily Injury by Disease – policy limits

1-07.18(5)F Protection & Indemnity Insurance Including Jones Act
(January 4, 2016 - APWA GSP)

If this Contract involves marine activities, or work from a boat, vessel, or floating platform, the Contractor shall procure and maintain Protection and Indemnity (P&I) coverage including collision liability, injury to crew (Merchant Marine Act of 1920 - Jones Act) and passengers, removal of wreck and liability for seepage, pollution, containment and cleanup using form SP-23 or SP 38 or a form as least as broad.

All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional insureds on the Contractor's Protection and Indemnity insurance policy.

Such policy must provide the following minimum limits:

- \$1,000,000 Bodily Injury by Accident – each accident or occurrence
- \$1,000,000 Bodily Injury by Disease – each employee
- \$1,000,000 Bodily Injury by Disease – policy limits

1-07.18(5)G Hull and Machinery
(January 4, 2016 - APWA GSP)

If this Contract involves use of a boat, vessel, or floating platform, the Contractor shall procure and maintain coverage at Market Value of vessel on American Institute Hull Clauses, 6/2/77 form.

1-07.18(5)H Marine Pollution
(January 4, 2016 - APWA GSP)

The Contractor shall procure and maintain Pollution Liability (OPA, CERCLA) insurance to satisfy U.S. Coast Guard requirements as respects the Federal Oil Pollution Act of 1990 and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended.

Such policy must provide the following minimum limits, or statutory limits of liability as applicable, whichever is higher:

\$1,000,000 per Occurrence

1-07.18(5)J Pollution Liability
(January 4, 2016 - APWA GSP)

The Contractor shall provide a Contractors Pollution Liability policy, providing coverage for claims involving bodily injury, property damage (including loss of use of tangible property that has not been physically injured), cleanup costs, remediation, disposal or other handling of pollutants, including costs and expenses incurred in the investigation, defense, or settlement of claims, arising out of any one or more of the following:

1. Contractor's operations related to this project.
2. Remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.
3. Transportation of hazardous materials away from any site related to this project.

All entities listed under 1-07.18(2) of these Special Provisions shall be named by endorsement as additional insureds on the Contractors Pollution Liability insurance policy.

Such Pollution Liability policy shall provide the following minimum limits:

\$1,000,000 each loss and annual aggregate

1-07.24 Rights of Way
(July 23, 2015 - APWA GSP)

Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

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 Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. 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 Engineer certifies 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 will 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 desire 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 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 satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-07.25 Opening of Sections to Traffic

(January 1, 2010 – OLY GSP)

Supplement this sub-section with the following:

The Contractor shall maintain two-way traffic at all times unless specifically stated in the Contract.

SECTION 1-08, PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters

(May 25, 2006 - APWA GSP)

Add the following new sub-section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 - APWA GSP)

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

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;

5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

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

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

Add the following new sub-section:

1-08.0(2) Hours of Work

(January 1, 2015 - OLY GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal straight time working hours for the contract shall be any consecutive 9-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, including a maximum 1-hour lunch break. This normal straight time 9-hour working period shall be established at the preconstruction conference or prior to the Contractor commencing the work.

If the Contractor wishes to deviate from the normal straight time working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what work is being requested to be performed and demonstrate how performing that work outside of normal straight time working hours is to the benefit of the Contracting Agency. Request shall be submitted for review no later than the five (5) working days prior to the day(s) for which the Contractor is requesting permission to work.

The Contractor is advised that work on Saturdays, Sundays, holidays, the days between December 25 and January 1, or other than normal straight time working hours, if approved, may be subject to certain other conditions set forth by the Engineer. These conditions may include but are not limited to:

- a. 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;
- b. Requiring designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence;
- c. Considering the work performed on Saturdays, Sundays, holidays, and the days between December 25 and January 1 as working days with regard to the contract time;
- d. 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.

Any such conditions, if required, will be specified in writing by the Engineer as part of any approval to work Saturdays, Sundays, holidays, or other than normal straight time working hours Monday through Friday.

1-08.1 Subcontracting

(April 5, 2013 – OLY GSP)

Delete the first paragraph.

1-08.1 Subcontracting

(July 23, 2015 - APWA GSP)

Delete the eighth paragraph and replace it with the following:

On all projects funded with federal assistance the Contractor shall submit “Quarterly Report of Amounts Credited as DBE Participation” (form 422-102 EF) on a quarterly basis, in which DBE Work is accomplished, for every quarter in which the Contract is active or upon completion of the project, as appropriate. The quarterly reports are due on the 20th of April, July, October, and January for the four respective quarters.

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 Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the 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.

(May 4, 2020 – OLY GSP)

This section is supplemented with the following:

No work on site shall be performed until the Contracting Agency has accepted the Contractor's COVID-19 Health and Safety Plan.

1-08.5 Time for Completion

(PROJECT SPECIAL - July 2021)

Supplement this section with the following:

All work shall be physically completed within 60 calendar days from the “Notice to Proceed Date (Contract Start Date)”. Contract time shall begin on the first working day following the Notice to Proceed Date.

*(August 14, 2013 – APWA GSP, Option A)
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. Quarterly Reports of Amounts Credited as UDBE 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. Property owner releases per Section 1-07.24

1-08.9 Liquidated Damages

(August 14, 2013 – APWA GSP)

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the 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.



TECHNICAL PROVISIONS

TECHNICAL PROVISIONS

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SECTION 012000 PRICE AND PAYMENT PROCEDURES

PART 1 – GENERAL

1.01 RELATED WORK DESCRIBED ELSEWHERE

- A. Individual submittals are required in accordance with the pertinent sections of the Contract Documents.

1.02 PAYMENT PROCEDURES

- A. Monthly pay estimates shall be submitted electronically using Adobe PDF file format. PDF files can be e-mailed to the Project Engineer.
- B. Monthly pay estimates shall clearly identify the work performed for the given time period based on a percentage of work completed for lump sum bid items as presented in the approved "Schedule of Values" and actual quantities installed for unit price items. The Project Engineer must receive and approve the Contractor's "Schedule of Values" prior to issuance of the Notice to Proceed.

1.03 PAYMENT PRICING

- A. Pricing for the various lump sum or unit prices in the Bid Form, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the work in accordance with the requirements of the Contract Documents.
- B. Pricing also includes all costs of compliance with the regulations of public agencies having jurisdiction, including safety and health requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA).
- C. No separate payment will be made for any item that is not specifically set forth in the Bid Form, and all costs therefore must be included in the prices named in the Bid Form for the various appurtenant items of work. All other work not specifically mentioned in the measurement and payment sections identified below shall be considered incidental to the work performed and merged into the various unit and lump sum prices bid. Payment for work under one item will not be paid for under any other item.
- D. The City of Olympia reserves the right to make changes should unforeseen conditions necessitate such changes. Where work is on a unit price basis, the actual quantities occasioned by such changes shall govern the compensation.

1.04 MEASUREMENT FOR PAYMENT

- A. Measurement for bid item payments will be at the Lump Sum or Unit Price as stipulated in the Bid Form for the items listed below. Payment is considered full compensation for furnishing all labor, materials, and equipment to complete the Work specified.

Bid Item No. 1 – PROJECT SCOPE

- a. Work included in this bid item shall include, but not be limited to; project management, replace boardwalk timber decking boards, shim level boardwalk timber decking boards, replace and repair timber guardrails and hardware, replace boardwalk timber cross bracing, replace and repair timber benches, replace boardwalk damaged and missing hardware, tighten hardware for or replace float rub boards, shim level boardwalk timber stringers and pile caps, replace boardwalk support post and footing, repair split boardwalk stringer, replace concrete float plastic bullrails and plastic scupper blocks, install concrete float supplemental flotation drums, replace gangway gate and gate hardware, level float top with grout pad at a gangway landing and repair UHMW gangway landing transition plate nosing, and other incidental work items required for execution of the work as shown on the plans or described in the Contract Provisions.
- b. Measurement for PROJECT SCOPE must be based upon percentage of work completed in accordance with the City approved Schedule of Values.
- c. Payment for PROJECT SCOPE must be for all work required to complete the work as presented, with the exception of the work identified in the other bid items. PROJECT SCOPE will be paid as the work is completed in accordance with the City approved Schedule of Values.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 055000 METAL FABRICATIONS AND HARDWARE

PART 1 – GENERAL

1.01 RELATED SECTIONS

- A. The provisions and intent of all parts of the Contract apply to this work as if specified in this section.

1.02 DESCRIPTION OF WORK

- A. All metal fabrications are indicated on the drawings and in these specifications. All hardware for wood/timber, plastic and steel connections are indicated on the drawings and in these specifications. The work shall consist of furnishing all materials, labor and equipment for fabricating and repairing, galvanizing, erecting metal fabrications plus all hardware used for erecting connections of wood/timber, plastic and steel in accordance with the drawings and this specification.

1.03 REFERENCE STANDARDS

- A. American Galvanizers Association (AGA), Quality Assurance Manual
- B. American Institute of Steel Construction (AISC), Specification for Structural Steel Buildings, 2010
- C. American Institute of Steel Construction (AISC), Code of standard Practice for Steel Buildings and Bridges, 2010
- D. American Society for Testing Materials (ASTM), Standard Specifications and Standard Test Methods, designated by basic reference in this section (use the most current edition at the time of bid unless otherwise indicated).
- E. American Welding Society (AWS) D1.1 – 2015, Structural Welding Code – Steel.
- F. American Welding Society (AWS) A2.4 – 2007, Standard Symbols for Welding, Brazing and Nondestructive Examination
- G. American Welding Society (AWS) D1.4 – Applicable Date, Structural Welding Code – Steel Reinforcing Bars
- H. Washington Association of Building Officials (WABO) Standard No. 27-13, WABO Welder and Welding Operator Performance Qualification Standard for Structural Steel, Sheet Steel, and Reinforcing Steel.

1.04 QUALITY ASSURANCE

- A. Demonstrate that the fabricator has a minimum of five (5) years of experience fabricating and working similar metals and configurations, including cutting, bending, forming, welding, and finishing.

- B. Welders shall be currently certified by the Washington Association of Building Officials (WABO) for structural welding.
- C. Qualify welding procedures, operations, welders, and tackers in accordance with AWS D1.1.
- D. The galvanized coating applicator shall specialize in hot-dip galvanizing after fabrication and follow the procedures in the AGA Quality Assurance Manual.
- E. Perform nondestructive testing (NDT) and inspection of all shop and field welds in accordance with AWS D1.1 by an independent testing agency retained by the City. Welds failing to comply shall be repaired or replaced at the Contractor's expense.

1.05 SUBMITTALS

- A. Detailed and coordinated shop drawings indicating all shop and erection details, including cuts, copes, connections, holes, fasteners, material specifications, welds, surface preparations, and finishes.
- B. Welder qualifications and certifications.
- C. Weld Procedure Specifications (WPS's) proposed for use on the project. Submit supporting Procedure Qualification Records (PQR's) for all WPS's not prequalified by AWS.
- D. Galvanized coating applicator's Certificate of Compliance that the hot-dip galvanized coatings meets or exceed the specified requirements of ASTM A 123 or F 2329, as applicable.
- E. Mill certificates for each heat number of structural and miscellaneous steel.
- F. All material certifications and cutsheets.

PART 2 – PRODUCTS

2.01 GENERAL

- A. All products shall be new, free from oxidation, corrosion, and defects, and shall be of the specified quality.
- B. Protect all materials and fabrications before, during, and after installation from damage. Protect the installed work of other trades from damage.
- C. Protect galvanized finishes and painted coatings from damage by use of padded slings and straps.
- D. In the event of damage, immediately make all repairs and replacements as per the manufacturer's written recommendations and as approved by the Engineer at no additional cost to the City.

2.02 STRUCTURAL STEEL

- A. Plate: ASTM A572 Grade 50
- B. Angles, channels and flat bars: ASTM A36
- C. Wide flange shapes: ASTM A992
- D. HSS sections: ASTM A500, Grade B
- E. Pipe: ASTM A53, Grade B, Type E or S
- F. Welded wire fabric: ASTM A185

2.03 FASTENERS, BOLTS, NUTS AND WASHERS

- A. Anchor bolts or anchor rods: ASTM F1554, Grade 55, headed, unless noted otherwise.
- B. Hex head bolts, and other bolts not specified as high strength: ASTM A307, Grade A, unless noted otherwise.
- C. Nuts and washers: ASTM A563, suitable for grade of bolt, ASTM F436, wide series, XXXXXXXXXX, respectively.
- D. Wood Screws: #10x3" long T-Star Plus Flat Head Interior/Exterior HCR-X Screw or equivalent, unless noted otherwise.
- E. Economy (timber) bolts: ASTM A307, Grade A
- F. Malleable iron washers: ASTM A47
- G. Lag screws: ASTM A307 Grade A
- H. Nails: Strong-Drive 3-1/2"x0.162" SCN Smooth-Shank HDG Connector Nail ZMAX® by Simpson or equivalent
- I. Spikes: Galvanized ring shank by Grip-Rite or equivalent
- J. HeadLOK: HeadLOK Heavy Duty Flathead Fastener by FastenMaster or equivalent
- K. Stainless steel screws and bolts: ASTM A304, UNO

2.04 OTHER MATERIALS

- A. All other materials not specifically described but required shall be proposed by the Contractor, new, free of corrosion, and subject to the approval of the Engineer.

2.05 FABRICATION – METAL FABRICATIONS

- A. Verify all dimensions and fabricate to detail with accurate sizes and shapes, straight lines, and sharp angles.

- B. Welds shall have sufficient strength to withstand the loads applied. All welds shall be continuous. Grind all welds smooth and flush.
- C. Welding electrodes shall be E70XX, low hydrogen.

PART 3 – EXECUTION

3.01 PREPARATORY REVIEW

- A. Prior to all work of this section, inspect the installed work of all other trades affecting this work and verify that all such work is complete to the point where this installation may commence.
- B. Coordinate and furnish placement drawings, templates, instructions, and directions for installation of embedded anchorages, including concrete inserts, sleeves, anchor bolts, and miscellaneous items.
- C. Verify that the work can be fabricated and installed in accordance with the drawings, specifications, and reference standards. Immediately report discrepancies to the Engineer and do not proceed with fabrication or installation until discrepancies are resolved and direction is provided.

3.02 FABRICATION

- A. All structural steel shall be fabricated in accordance with the approved shop drawings and reference standards.
- B. Shop-fabricate and preassemble all items complete for installation to the extent practicable to minimize field assembly. Disassemble units only as necessary for shipping and handling limitations.
- C. Unless otherwise indicate on the drawings, weld all shop connections unless otherwise directed on the drawings. All joints shall be tightly fitting, securely fastened, square, plumb, straight, and true.
- D. Drill or punch all holes required for attachments and bolted connections including those of other trades. Burned holes are not acceptable.
- E. Welding of all metal fabrications shall conform to AWS D1.1.
- F. Install and erect all miscellaneous metal and metal fabrications in accordance with the design drawings, shop drawings, and reference standards.
- G. Standard washers shall be used under all nuts and hex heads of steel connections, unless otherwise noted.

3.03 PROTECTIVE COATINGS

- A. Galvanizing:
 - 1. All miscellaneous metal, metal fabrications, and fasteners, shall be hot-dip galvanized in conformance with ASTM A123, A143, F2329, A384, and A385, as applicable, unless noted otherwise.

2. Identify proposed drain holes or vent holes required to produce galvanized coatings to the specified standards. Clearly locate these holes on the shop drawings.
3. Galvanize items, to the extent practicable, immediately after fabrication is complete.
4. Damaged galvanizing, including damage due to welding, shall be restored in accordance with ASTM A780, annex A1 plus a coat of zinc-rich paint. Zinc-based solder shall be 8 mils minimum thickness. Surface preparation and application shall be according to the manufacturer's recommendations and applicable reference standards.

END OF SECTION

PREVAILING WAGES

PREVAILING WAGE RATES

The following wage rates are in effect for this project.

**State of Washington
Department of Labor and Industries
Washington State Prevailing Wage Rates For Public Works Contracts**

Thurston County Rates For All Trades

Effective: *August 2, 2021*, including any correction notices issued by Labor and Industries prior to bid.

Wage Rates and the Benefit Code Key may be found at:

https://secure.lni.wa.gov/wagelookup/?utm_medium=email&utm_source=govdelivery

https://lni.wa.gov/licensing-permits/public-works-projects/_docs/benefitcodekey20211.pdf

Supplemental to State Wage Rates may be found at:

<http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm>

A copy is also available for viewing at the City of Olympia Public Works Engineering office located at 601 4th Avenue E, Olympia, WA 98501. If requested, a hard copy will be mailed to you.

APPENDIX A

Inadvertent Discovery Plan



Inadvertent Discovery Plan (IDP)

Permit Number:	Applicant:
Project Name:	Property Address:

As the project proponent, I have read this document in full and understand that:

1. I will follow the actions in the IDP in the event that site crew uncover any archaeological object and/or other cultural resource as a result of project actions, including but not limited to ground-disturbing activities such as excavation, boring, and concrete removal. _____
Initials
2. It is my responsibility to ensure that all site crew on all phases of project excavation and construction understand the requirements of this IDP. _____
Initials
3. A complete copy of this signed document will be maintained at all times on the building site for the duration of the project for site crew training and available for inspection by staff from the City of Olympia or others as authorized. _____
Initials
4. Failure to follow the actions in this IDP is a breach of Olympia Municipal Code (OMC 18.12.120 & OMC 18.12.140) and a Class C Felony in Washington per RCW 27.53.060(1). Under Washington regulations, this may result in a fine of \$5,000, which may vary depending on the determination of DAHP and/or the results of an independent archaeological investigation completed at my own expense, as outlined in WAC 25-48-043. _____
Initials
5. Failure to follow the actions in this IDP may result in a civil action from affected tribes. _____
Initials

Signature

Name (Printed)

Date

To be completed at pre-construction meeting, if required:

As the manager of this construction site, I have read this document in full and understand its requirements in the event of an unanticipated discovery of any archaeological object and/or other cultural resource as a result of project actions.

Site Manager Initials & Name

City Staff Initials & Name

Meeting Date

Requirements of the City of Olympia IDP

This IDP outlines the required response when an archaeological object and/or other cultural material** is uncovered during the course of project construction or other activities. These materials are evidence of past human activity on the site and may be protected by local, state, and/or national laws.

During the course of project-related excavation or other ground-disturbing construction activities, the following actions will be taken when the inadvertent discovery is:

1. An archaeological object and/or cultural material that is not human remains:**

- a. The crew lead or contractor will cease work in and adjacent to that location, secure the area of the find, and immediately contact:

(1) Property owner and project manager,

(2) City of Olympia: Historic Preservation Officer (360-753-8031) &/or Building Official (360-753-8486), whose role(s) will be to coordinate an appropriate response, and

(3) Washington State Department of Archaeology & Historic Preservation (DAHP): Gretchen Kaehler, Local Government Archaeologist (desk: 360-586-3088; cell: 360-628-2755).

- b. The City Historic Preservation Officer and/or DAHP Local Government Archaeologist will contact affected tribes. Tribal and DAHP representatives will make the final determination on site significance and potential mitigation. Their decision will be relayed to the City Building Official and/or Historic Preservation Officer.

- c. Work shall not resume in the secured area until notification from the City of Olympia Building Official or their authorized representative.

*** RCW 27.53.030(2), "Archaeological Object' means an object that comprises the physical evidence of an indigenous and subsequent culture, including material remains of past human life including monuments, symbols, tools, facilities, and technological by-products."*

See attached photographs for illustrations of cultural material that may be protected by law, which include but are not limited to:

- *Tools made of stone, bone, shell, horn, or antler, including projectile points (arrowheads), scrapers, cutting tools, wood working wedges or axes, and grinding stones;*
- *Collections of shells, fish and mammal bones, often alongside layers of black soil or charcoal;*
- *Buried collections of cobble stones that may indicate a hearth feature or other human activity;*
- *Old building materials and foundations;*
- *Industrial or agriculture equipment more than 50 years old;*
- *Old bottles, ceramics, glass beads, clothing, casket hardware and wood, and other lost objects more than 50 years old; and*
- *Human remains.*

2. Human remains:

a. If ground-disturbing activities encounter human skeletal remains during the course of construction, then **all activity will cease** that may cause further disturbance to those remains. The area of the find will **be secured and protected** from further disturbance until the State and City provide notice to proceed.

b. The finding of human skeletal remains will be reported immediately to:

(1) The Thurston County Coroner (360-867-2140) &

(2) City of Olympia Police Department (911 or 360-753-8300).

Once they have been notified, contact the City of Olympia – Historic Preservation Officer (desk: 360-753-8031) &/or Building Official (360-753-8486) – whose role(s) will be to ensure that an appropriate response is being followed.

c. The remains will not be touched, moved, or further disturbed.

d. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines that the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP), who will then take jurisdiction over the remains.

e. DAHP will notify any appropriate cemeteries and all affected tribes of the find.

f. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemetery and the affected tribes. DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

g. Work shall not resume in the secured area until notification from the county medical examiner/coroner or DAHP to the City of Olympia Building Official or Historic Preservation Officer.

h. Work shall not resume in the secured area until notification from the City of Olympia Building Official or their authorized representative.

Examples of Cultural and Historic Resources Addressed in this IDP

Stone Tools and Tool-Making Materials



Notice the regular chips around edges ("flaking") and the unusual shapes of the stone.



Note unusual shapes, perforations and other carving, regularity of modifications, and smooth surfaces.

Bone & Shell Objects



Look for unusual shapes for bone or shell, smooth surfaces, evidence of carving and other modifications to create tools.



Watch for tubular shapes, perforations, and evidence of other carving.

Collections of Shells (“Middens”) and Stones



Notice accumulations of shells, often dense, and sometimes found with dark, black soil.



Watch for unusual accumulations of rocks, often into shapes (piles or camp-fire rings) and sometimes containing charcoal, burnt-looking soil, and accumulations of shells, bones, and artifacts.

Historical Structures and Objects



Look out for building materials and structural features that are 50 years old or older, such as foundations, walls, wells, and privies (holes associated with outhouses).



Watch for old infrastructure like wooden and iron pipes and street gutters, wooden, stone, or concrete sidewalks, and bricked or early tarmacked/paved roadbeds.



Look out for collections of old ceramics, bottles, and other household items.

Potential Human and Animal Remains



Watch for animal bones, especially those that look charred or are found alongside other artifacts, as well as human remains.

APPENDIX B

WDFW Hydraulic Project Approval (HPA) Permit



HYDRAULIC PROJECT APPROVAL

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

Issued Date: April 23, 2021
Project End Date: December 31, 2025

Permit Number: 2021-6-173+01
FPA/Public Notice Number: N/A
Application ID: 23739

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Olympia Parks, Arts, and Recreation ATTENTION: Jake Lund PO Box 1967 Olympia, WA 98501	WSP ATTENTION: Grace Roberts 33301 9th Ave S Federal Way, WA 98003-2600

Project Name: Percival Landing Park Maintenance Repairs

Project Description: Maintenance, repair, and replacement of portions of existing boardwalk structures. Overwater repairs include deck replacement and shimming, shimming of non-bearing columns, and repair and replacement of timber elements like rub boards and bench boards. The single in-water work element is the addition of supplemental flotation. No more than 250 sq ft of decking replacement waterward of OHW will occur.

PROVISIONS

- 1. TIMING LIMITATION:** To protect fish habitat at the job site, in-water work below the ordinary high water line may only occur from July 15 to December 31 and January 1 to February 15 of any year. Other work landward of the ordinary high water line may occur at any time of year per the provisions in this HPA.
- 2. APPROVED PLANS:** Work must be accomplished per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "20210219-PmtDrawings.pdf" and "20210219-JARPA.pdf" received 3/8/2021, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.

NOTIFICATION

- 3. NOTIFICATION:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work. The notification must include the permittee's name, project location, starting date, and the hydraulic Project Approval permit number.
- 4. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION:** If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

STAGING, JOB SITE ACCESS AND EQUIPMENT

- 5.** Establish the staging area (used for activities such as equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants like petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
- 6.** Check equipment daily for leaks and complete any required repairs before using the equipment in or near the water.
- 7.** Lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols



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are recommended for use in equipment operated in or near water.

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

PERCIVAL LANDING MAINTENANCE

9. This approval is for the repair/replacement of the existing structure(s) only and does not authorize the expansion of the structure(s).

10. Up to 250 square feet of solid decking may be replaced waterward of the ordinary high water line. Exceeding this amount will require an additional HPA with grating requirements/mitigation.

11. The following maintenance activities are approved under this HPA per the approved plans:

Replace/tighten split rail handrail posts

Patch hole in handrailing

Replace latch at transition float gangway

Replace bench board

Replace missing/broken bench trim

Replace deck boards

Shim deck boards for straightness and to match concrete

Replace missing/broken gangway treads

Repair split stringer

Shim nonbearing stringer

Replace horizontal bracing

Shim nonbearing columns

Replace missing life ring

Replace missing/broken bullrail

Replace missing scupper blocks

Replace rub boards

Replace a 4"x6" timber post and 2'x2' concrete footer landward of OHW

Add additional floatation tubs (in-water work)

12. Additional floatation tubs may be added to existing floats provided they are only installed under solid-decked portions of existing floats. The bottom of the float tubs must be at least one foot above the substrate so that the structure will not rest on the bed. Additional floatation tubs must not expand the footprint of the existing floats.

13. Flotation for the structure(s) must be fully enclosed and contained in a shell (tub). The shell or wrap must prevent breakup or loss of the flotation material into the water. The shell or wrap must not be readily subject to damage by ultraviolet radiation and abrasion.

14. Do not use treated wood for the decking of the structure. Use treated wood for structural elements is authorized. Treated wood structural elements subject to abrasion by vessels, floats, or other objects must incorporate design features such as rub strips to minimize abrasion of the wood.

15. Do not use wood treated with oil-type preservative (creosote, pentachlorophenol) in any hydraulic project. Wood treated with waterborne preservative chemicals (ACZA, ACQ) may be used if the Western Wood Preservers Institute has approved the waterborne chemical for use in the aquatic environment. The manufacturer must follow the Western Wood Preservers Institute guidelines and the best management practices to minimize the preservative migrating from treated wood into aquatic environments. To minimize leaching, wood treated with a preservative by someone other than a manufacturer must follow the field treating guidelines. These guidelines and best management practices are available at www.wwpinstitute.org.

DEMOBILIZATION/CLEANUP

16. Remove all trash and unauthorized fill in the project area, including concrete blocks or pieces, bricks, asphalt, metal, treated wood, glass, floating debris, and paper, that is waterward of the ordinary high water line and deposit



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upland.

17. Remove all debris or deleterious material resulting from construction from the beach area or bed and prevent from entering waters of the state.

LOCATION #1:		Site Name: Percival Landing 217 Thurston Avenue Northwest, Olympia, WA 98501				
WORK START:		October 1, 2021		WORK END:		December 31, 2025
<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
13 - Deschutes		Wria 13 Marine			Puget Sound	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
SW 1/4	14	18 N	02 W	47.0459	-122.9062	Thurston
<u>Location #1 Driving Directions</u>						
Take I-5 South toward Olympia Take Exit 105 from I-5 South Continue onto 14th Ave SE At the traffic circle, take the 2nd exit and stay on 14th Ave SE Turn right onto Capitol Way S Turn left onto State Ave NW Turn right at the 1st cross street onto Columbia St NW Turn left onto Olympia Ave NW Turn right and destination on your left						

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

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

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

This Hydraulic Project Approval does not authorize trespass.

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



HYDRAULIC PROJECT APPROVAL

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

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

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

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

APPEALS INFORMATION



HYDRAULIC PROJECT APPROVAL

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

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

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

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

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

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

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



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Habitat Biologist Noll.Steinweg@dfw.wa.gov
Noll Steinweg 360-628-2173

A handwritten signature in black ink, appearing to read "Noll Steinweg".

for Director
WDFW



APPENDIX C

USACE Nationwide Permit



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, SEATTLE DISTRICT
P.O. BOX 3755
SEATTLE, WASHINGTON 98124-3755

Regulatory Branch

June 9, 2021

Mr. Jake Lund
Olympia Parks, Arts, and Recreation
P.O. Box 1967
Olympia, Washington 98507

Reference: NWS-2021-217
Olympia Parks, Arts, and
Recreation
(Percival Landing Park
Maintenance Repairs)

Dear Mr. Lund:

We have reviewed your application to perform in-water and over-water maintenance work on floating docks adjacent to Percival Landing in West Bay, Budd Inlet at Olympia, in Thurston County, Washington. Based on the information you provided to us, Nationwide Permit (NWP) 3, *Maintenance* (Federal Register January 6, 2017, Vol. 82, No. 4), authorizes your proposal as depicted on the enclosed drawings dated February 19, 2021.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 3, Terms and Conditions* and the following special conditions:

a. You must implement and abide by the avoidance and minimization measures set forth in the Joint Aquatic Resources Permit Application, dated February 16, 2021, in its entirety. The U.S. Army Corps of Engineers (Corps) made a determination of No Effect for all species and critical habitat based on this document. Failure to comply with the commitments made in this document constitutes non-compliance with the ESA and your Corps permit.

b. In order to meet the requirements of the Endangered Species Act you may conduct the authorized activities from July 16 through February 15 in any year this permit is valid. You shall not conduct work authorized by this permit from February 16 through July 15 in any year this permit is valid.

We have reviewed your project pursuant to the requirements of the Endangered Species Act, the Magnuson-Stevens Fishery Conservation and Management Act and the National Historic Preservation Act. We have determined this project complies with the requirements of these laws provided you comply with all of the permit general and special conditions.

Please note that National General Condition 21, *Discovery of Previously Unknown Remains and Artifacts*, found in the *Nationwide Permit Terms and Conditions* enclosure, details procedures that must be followed should an inadvertent discovery occur. You must ensure that you comply with this condition during the construction of your project.

The authorized work complies with the Washington State Department of Ecology's (Ecology) Water Quality Certification (WQC) requirements and Coastal Zone Management (CZM) consistency determination response for this NWP. No further coordination with Ecology for WQC and CZM is required.

You have not requested a jurisdictional determination for this proposed project. If you believe the U.S. Army Corps of Engineers does not have jurisdiction over all or portions of your project you may request a preliminary or approved jurisdictional determination (JD). If one is requested, please be aware that we may require the submittal of additional information to complete the JD and work authorized in this letter may not occur until the JD has been completed.

Our verification of this 2017 NWP authorization is valid until March 18, 2022, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work for the 2017 NWP authorization has not been completed by that date and you have commenced or are under contract to commence this activity before March 18, 2022, you will have until March 18, 2023, to complete the activity under the enclosed terms and conditions of this NWP. Failure to comply with all terms and conditions of this NWP verification invalidates this authorization and could result in a violation of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. You must also obtain all local, State, and other Federal permits that apply to this project.

Upon completing the authorized work, you must fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit*. All compliance reports should be submitted to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch electronically at nws.compliance@usace.army.mil. Thank you for your cooperation during the permitting process. We are interested in your experience with our Regulatory Program and encourage you to complete a customer service survey. Referenced documents and information about our program are available on our website at www.nws.usace.army.mil, select "Regulatory Permit Information". A copy of this letter with enclosures will be furnished to Ms. Grace Roberts at

grace.roberts@wsp.com. If you have any questions, please contact me at
brandon.c.clinton@usace.army.mil or (206) 316-3164.

Sincerely,

A handwritten signature in black ink, appearing to read "Brandon Clinton". The signature is fluid and cursive, with a long horizontal stroke at the end.

Brandon Clinton, Project Manager
Regulatory Branch

Enclosures



US Army Corps
of Engineers ®
Seattle District

NATIONWIDE PERMIT 3

Terms and Conditions

Effective Date: March 19, 2017



-
- A. Description of Authorized Activities
 - B. U.S. Army Corps of Engineers (Corps) National General Conditions for all NWPs
 - C. Corps Seattle District Regional General Conditions
 - D. Corps Regional Specific Conditions for this NWP
 - E. Washington Department of Ecology (Ecology) Section 401 Water Quality Certification (401 Certification): General Conditions
 - F. Ecology 401 Certification: Specific Conditions for this NWP
 - G. Coastal Zone Management Consistency Response for this NWP
-

In addition to any special condition that may be required on a case-by-case basis by the District Engineer, the following terms and conditions must be met, as applicable, for a Nationwide Permit (NWP) authorization to be valid in Washington State.

A. DESCRIPTION OF AUTHORIZED ACTIVITIES

Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. This NWP also authorizes the removal of previously authorized structures or fills. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project. This NWP also authorizes the removal of accumulated sediment and debris within, and in the immediate vicinity of, the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays. (b) This NWP also authorizes the removal of accumulated sediments and debris outside the immediate vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.). The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. (c) This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction

sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After conducting the maintenance activity, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate. (d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects. Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 32). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Authorities: Section 10 of the Rivers and Harbors Act of 1899 and section 404 of the Clean Water Act (Sections 10 and 404)) Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act section 404(f) exemption for maintenance.

B. CORPS NATIONAL GENERAL CONDITIONS FOR ALL NWPs

To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation. (b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. (c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. (b) If a proposed NWP

activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status. (c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur. (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs. (e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word

“harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required. (g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied. (b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity

has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. (d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment. (a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters. (b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal: (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site). (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal. (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)). (e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses. (f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation. (2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)). (3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation. (4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer

before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). (5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided. (6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs. (h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management. (i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature: “When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include: (a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions; (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and (c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a “USACE project”), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will

request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed activity;
- (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is

large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the “study river” (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals. (d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity’s compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity’s adverse environmental effects so that they are no more than minimal. (2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes. (3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse

environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWP, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act. (5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

District Engineer's Decision: 1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (i.e., NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2-acre.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or

for impacts to other types of waters (e.g., streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer. 4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

Further Information: 1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP. 2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law. 3. NWPs do not grant any property rights or exclusive privileges. 4. NWPs do not authorize any injury to the property or rights of others. 5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

C. CORPS SEATTLE DISTRICT REGIONAL GENERAL CONDITIONS: The following conditions apply to all NWPs for the Seattle District in Washington State, unless specified.

1. Project Drawings: Drawings must be submitted with pre-construction notification (PCN). Drawings must provide a clear understanding of the proposed project, and how waters of the U.S. will be affected. Drawings must be originals and not reduced copies of large-scale plans. Engineering drawings are not required. Existing and proposed site conditions (manmade and landscape features) must be drawn to scale.

2. Aquatic Resources Requiring Special Protection: Activities resulting in a loss of waters of the United States in mature forested wetlands, bogs and peatlands, aspen-dominated wetlands, alkali wetlands, vernal pools, camas prairie wetlands, estuarine wetlands, wetlands in coastal lagoons, and wetlands in dunal systems along the Washington coast cannot be authorized by a NWP, except by the following NWPs:

- NWP 3 – Maintenance
- NWP 20 – Response Operations for Oil and Hazardous Substances
- NWP 32 – Completed Enforcement Actions
- NWP 38 – Cleanup of Hazardous and Toxic Waste

In order to use one of the above-referenced NWPs in any of the aquatic resources requiring special protection, prospective permittees must submit a PCN to the Corps of Engineers (see NWP general condition 32) and obtain written authorization before commencing work.

3. New Bank Stabilization in Tidal Waters of Puget Sound: Activities involving new bank stabilization in tidal waters in Water Resource Inventory Areas (WRIAs) 8, 9, 10, 11 and 12 (within the areas identified on Figures 1a through 1e on Corps website) cannot be authorized by NWP.

4. Commencement Bay: The following NWPs may not be used to authorize activities located in the Commencement Bay Study Area (see Figure 2 on Corps website):

- NWP 12 – Utility Line Activities (substations)
- NWP 13 – Bank Stabilization
- NWP 14 – Linear Transportation Projects
- NWP 23 – Approved Categorical Exclusions
- NWP 29 – Residential Developments
- NWP 39 – Commercial and Institutional Developments
- NWP 40 – Agricultural Activities
- NWP 41 – Reshaping Existing Drainage Ditches
- NWP 42 – Recreational Facilities
- NWP 43 – Stormwater and Wastewater Management Facilities

5. Bank Stabilization: All projects including new or maintenance bank stabilization activities require PCN to the Corps of Engineers (see NWP general condition 32). For new bank stabilization projects only, the following must be submitted to the Corps of Engineers:

- a. The cause of the erosion and the distance of any existing structures from the area(s) being stabilized.
- b. The type and length of existing bank stabilization within 300 feet of the proposed project.
- c. A description of current conditions and expected post-project conditions in the waterbody.
- d. A statement describing how the project incorporates elements avoiding and minimizing adverse environmental effects to the aquatic environment and nearshore riparian area, including vegetation impacts in the waterbody.

In addition to a. through d., the results from any relevant geotechnical investigations can be submitted with the PCN if it describes current or expected conditions in the waterbody.

6. Crossings of Waters of the United States: Any project including installing, replacing, or modifying crossings of waters of the United States, such as culverts or bridges, requires submittal of a PCN to the Corps of Engineers (see NWP general condition 32). If a culvert is proposed to cross waters of the U.S. where salmonid species are present or could be present, the project must apply the stream simulation design method from the Washington Department of Fish and Wildlife located in the *Water Crossing Design Guidelines* (2013), or a design method which provides passage at all life stages at all flows where the salmonid species would naturally seek passage. If the stream simulation design method is not applied

for a culvert where salmonid species are present or could be present, the project proponent must provide a rationale in the PCN sufficient to establish one of the following:

- a. The existence of extraordinary site conditions.
- b. How the proposed design will provide equivalent or better fish passage and fisheries habitat benefits than the stream simulation design method.

If a culvert is proposed to cross waters of the U.S. where salmonid species are present or could be present, project proponents must provide a monitoring plan with the PCN that specifies how the proposed culvert will be assessed over a five-year period from the time of construction completion to ensure its effectiveness in providing passage at all life stages at all flows where the salmonid species would naturally seek passage. Culverts installed under emergency authorization that do not meet the above design criteria will be required to meet the above design criteria to receive an after-the-fact nationwide permit verification.

7. Stream Loss: A PCN is required for all activities that result in the loss of any linear feet of stream beds. No activity shall result in the loss of any linear feet of perennial stream beds or the loss of greater than 300 linear feet of intermittent and/or ephemeral stream beds. A stream may be rerouted if it is designed in a manner that maintains or restores hydrologic, ecologic, and geomorphic stream processes, provided there is not a reduction in the linear feet of stream bed. Streams include brooks, creeks, rivers, and historical waters of the U.S. that have been channelized into ditches. This condition does not apply to ditches constructed in uplands. Stream loss restrictions may be waived by the district engineer on a case-by-case basis provided the activities result in net increases of aquatic resource functions and services.

8. Mitigation: Pre-construction notification is required for any project that will result in permanent wetland losses that exceed 1,000 square feet. In addition to the requirements of General Condition 23 (Mitigation), compensatory mitigation at a minimum one-to-one ratio will be required for all permanent wetland losses that exceed 1,000 square feet. When a PCN is required for wetland losses less than 1,000 square feet, the Corps of Engineers may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation for impacts to marine waters, lakes, and streams will be determined on a case-by-case basis. If temporary impacts to waters of the U.S. exceed six months, the Corps of Engineers may require compensatory mitigation for temporal effects.

9. Magnuson-Stevens Fishery Conservation and Management Act – Essential Fish Habitat Essential Fish Habitat (EFH) is defined as those waters and substrate necessary to fish for spawning, breeding, feeding, or growth to maturity. If EFH may be adversely affected by a proposed activity, the prospective permittee must provide a written EFH assessment with an analysis of the effects of the proposed action on EFH. The assessment must identify the type(s) of essential fish habitat (i.e., Pacific salmon, groundfish, and/or coastal-pelagic species) that may be affected. If the Corps of Engineers determines the project will adversely affect EFH, consultation with NOAA Fisheries will be required. Federal agencies should follow their own procedures for complying with the requirements of the Magnuson-Stevens Fishery Conservation and Management Act. If PCN is required for the proposed activity, Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

10. Forage Fish: For projects in forage fish spawning habitat, in-water work must occur within designated forage fish work windows, or when forage fish are not spawning. If working outside of a designated work window, or if forage fish work windows are closed year round, work may occur if the work window restriction is released for a period of time after a forage fish spawning survey has been conducted by a biologist approved by the Washington State Department of Fish and Wildlife (WDFW). Forage fish species with designated in-water work windows include Pacific sand lance (*Ammodytes hexapterus*), Pacific herring (*Clupea pallasii*), and surf smelt (*Hypomesus pretiosus*). This RGC does not

apply to NWP 48, *Commercial Shellfish Aquaculture Activities*. Please see specific regional conditions for NWP 48.

11. Notification of Permit Requirements: The permittee must provide a copy of the nationwide permit authorization letter, conditions, and permit drawings to all contractors and any other parties performing the authorized work prior to the commencement of any work in waters of the U.S. The permittee must ensure all appropriate contractors and any other parties performing the authorized work at the project site have read and understand relevant NWP conditions as well as plans, approvals, and documents referenced in the NWP letter. A copy of these documents must be maintained onsite throughout the duration of construction.

12. Construction Boundaries: Permittees must clearly mark all construction area boundaries before beginning work on projects that involve grading or placement of fill. Boundary markers and/or construction fencing must be maintained and clearly visible for the duration of construction. Permittees should avoid and minimize removal of native vegetation (including submerged aquatic vegetation) to the maximum extent possible.

13. Temporary Impacts and Site Restoration

- a. Temporary impacts to waters of the U.S. must not exceed six months unless the prospective permittee requests and receives a waiver by the district engineer. Temporary impacts to waters of the U.S. must be identified in the PCN.
- b. No more than 1/2 acre of waters of the U.S. may be temporarily filled unless the prospective permittee requests and receives a waiver from the district engineer (temporary fills do not affect specified limits for loss of waters associated with specific nationwide permits).
- c. Native soils removed from waters of the U.S. for project construction should be stockpiled and used for site restoration. Restoration of temporarily disturbed areas must include returning the area to pre-project ground surface contours. If native soil is not available from the project site for restoration, suitable clean soil of the same textural class may be used. Other soils may be used only if identified in the PCN.
- d. The permittee must revegetate disturbed areas with native plant species sufficient in number, spacing, and diversity to restore affected functions. A maintenance and monitoring plan commensurate with the impacts, may be required. Revegetation must begin as soon as site conditions allow within the same growing season as the disturbance unless the schedule is approved by the Corps of Engineers. Native plants removed from waters of the U.S. for project construction should be stockpiled and used for revegetation when feasible. Temporary Erosion and Sediment Control measures must be removed as soon as the area has established vegetation sufficient to control erosion and sediment.
- e. If the Corps determines the project will result in temporary impacts of submerged aquatic vegetation (SAV) that are more than minimal, a monitoring plan must be submitted. If recovery is not achieved by the end of the monitoring period, contingencies must be implemented, and additional monitoring will be required.

This RGC does not apply to NWP 48, *Commercial Shellfish Aquaculture Activities*. Please see specific regional conditions for NWP 48.

D. CORPS REGIONAL SPECIFIC CONDITIONS FOR THIS NWP: none

E. ECOLOGY 401 CERTIFICATION: GENERAL CONDITIONS

In addition to all the Corps National and Seattle Districts' Regional permit conditions, the following State General Section 401 Water Quality Certification (Section 401) conditions apply to all Nationwide Permits whether **certified** or **partially certified** in the State of Washington.

1. **For in-water construction activities.** Ecology Section 401 review is required for projects or

activities authorized under NWP that will cause, or may be likely to cause or contribute to an exceedance of a State water quality standard (Chapter 173-201A WAC) or sediment management standard (Chapter 173-204 WAC). State water quality standards and sediment management standards are available on Ecology's website. Note: In-water activities include any activity within a wetland and/or activities below the ordinary high water mark (OHWM).

2. Projects or Activities Discharging to Impaired Waters. Ecology Section 401 review is required for projects or activities authorized under NWP if the project or activity will occur in a 303(d) listed segment of a waterbody or upstream of a listed segment and may result in further exceedances of the specific listed parameter. To determine if your project or activity is in a 303(d) listed segment of a waterbody, visit Ecology's Water Quality Assessment webpage for maps and search tools.

3. Application. For projects or activities that will require Ecology Section 401 review, applicants must provide Ecology with a Joint Aquatic Resources Permit Application (JARPA) along with the documentation provided to the Corps, as described in National General Condition 32, Pre-Construction Notification, including, when applicable: (a) A description of the project, including site plans, project purpose, direct and indirect adverse environmental effects the project would cause, best management practices (BMPs), and any other Department of the Army or federal agency permits used or intended to be used to authorize any part of the proposed project or any related activity. (b) Drawings indicating the Ordinary High Water Mark (OHWM), delineation of special aquatic sites and other waters of the state. Wetland delineations must be prepared in accordance with the current method required by the Corps and shall include Ecology's Wetland Rating form. Wetland rating forms are subject to review and verification by Ecology staff. Guidance for determining the OHWM is available on Ecology's website. (c) A statement describing how the mitigation requirement will be satisfied. A conceptual or detailed mitigation or restoration plan may be submitted. See State General Condition 5 for details on mitigation requirements. (d) Other applicable requirements of Corps Nationwide Permit General Condition 32, Corps Regional Conditions, or notification conditions of the applicable NWP. (e) Within 180 calendar days from receipt of applicable documents noted above **and** a copy of the final authorization letter from the Corps providing coverage for a proposed project or activity under the NWP Program Ecology will provide the applicant notice of whether an individual Section 401 will be required for the project. If Ecology fails to act within a year after receipt of **both** of these documents, Section 401 is presumed waived.

4. Aquatic resources requiring special protection. Certain aquatic resources are unique, difficult-to-replace components of the aquatic environment in Washington State. Activities that would affect these resources must be avoided to the greatest extent possible. Compensating for adverse impacts to high value aquatic resources is typically difficult, prohibitively expensive, and may not be possible in some landscape settings. Ecology Section 401 review is required for activities in or affecting the following aquatic resources (and not prohibited by Seattle District Regional General Condition): (a) Wetlands with special characteristics (as defined in the Washington State Wetland Rating Systems for western and eastern Washington, Ecology Publications #14-06-029 and #14-06-030):

- Estuarine wetlands.
- Wetlands of High Conservation Value.
- Bogs.
- Old-growth and mature forested wetlands.
- Wetlands in coastal lagoons.
- Interdunal wetlands.
- Vernal pools.
- Alkali wetlands.

(b) Fens, aspen-dominated wetlands, camas prairie wetlands. (c) Marine water with eelgrass (*Zostera marina*) beds (except for NWP 48). (d) Category I wetlands. (e) Category II wetlands with a habitat score ≥ 8 points. This State General Condition does not apply to the following Nationwide Permits:

5. Mitigation. Applicants are required to show that they have followed the mitigation sequence and have first avoided and minimized impacts to aquatic resources wherever practicable. For projects requiring Ecology Section 401 review with unavoidable impacts to aquatic resources, adequate compensatory mitigation must be provided.

(a) Wetland mitigation plans submitted for Ecology review and approval shall be based on the most current guidance provided in *Wetland Mitigation in Washington State, Parts 1 and 2* (available on Ecology’s website) and shall, at a minimum, include the following:

i. A description of the measures taken to avoid and minimize impacts to wetlands and other waters of the U.S.

ii. The nature of the proposed impacts (i.e., acreage of wetlands and functions lost or degraded).

iii. The rationale for the mitigation site that was selected.

iv. The goals and objectives of the compensatory mitigation project.

v. How the mitigation project will be accomplished, including construction sequencing, best management practices to protect water quality, proposed performance standards for measuring success and the proposed buffer widths.

vi. How it will be maintained and monitored to assess progress towards goals and objectives. Monitoring will generally be required for a minimum of five years. For forested and scrub-shrub wetlands, 10 years of monitoring will often be necessary.

vii. How the compensatory mitigation site will be legally protected for the long term. Refer to *Wetland Mitigation in Washington State – Part 2: Developing Mitigation Plans* (Ecology Publication #06-06-011b) and *Selecting Wetland Mitigation Sites Using a Watershed Approach* (Ecology Publications #09-06-032 (Western Washington) and #10-06-007 (Eastern Washington)) for guidance on selecting suitable mitigation sites and developing mitigation plans. Ecology encourages the use of alternative mitigation approaches, including credit/debit methodology, advance mitigation, and other programmatic approach such as mitigation banks and in-lieu fee programs. If you are interested in proposing use of an alternative mitigation approach, consult with the appropriate Ecology regional staff person. Information on alternative mitigation approaches is available on Ecology’s website.

(b) Mitigation for other aquatic resource impacts will be determined on a case-by-case basis.

6. Temporary Fills. Ecology Section 401 review is required for any project or activity with temporary fill in wetlands or other waters of the state for more than 90 days, unless the applicant has received written approval from Ecology. Note: This State General Condition does not apply to projects or activities authorized under NWP 33, *Temporary Construction, Access, and Dewatering*

7. Stormwater pollution prevention: All projects that involve land disturbance or impervious surfaces must implement stormwater pollution prevention or control measures to avoid discharge of pollutants in stormwater runoff to waters of the State.

(a) For land disturbances during construction, the applicant must obtain and implement permits (e.g., Construction Stormwater General Permit) where required and follow Ecology’s current stormwater manual.

(b) Following construction, prevention or treatment of on-going stormwater runoff from impervious surfaces shall be provided.

Ecology’s Stormwater Management and Design Manuals and stormwater permit information are available on Ecology’s website.

8. State Section 401 Review for PCNs not receiving 45-day response from the Seattle District. In the event the Seattle District Corps does not issue a NWP authorization letter within 45 calendar days of receipt of a **complete** pre-construction notification, the applicant must contact Ecology for Section 401 review prior to commencing work.

F. ECOLOGY 401 CERTIFICATION: SPECIFIC CONDITIONS FOR THIS NWP:

Certified subject to conditions. Ecology Section 401 review is required for projects or activities authorized under this NWP if:

1. The project or activities are below the Ordinary High Water Mark (OHWM) with new work being proposed outside the original footprint.
2. The proposed project or activity increases the original footprint of the structure by more than 1/10th acre in wetlands.
3. The project or activity includes adding a new structure, such as a weir, flap gate/tide gate, or culvert to the site.

G. COASTAL ZONE MANAGEMENT CONSISTENCY RESPONSE FOR THIS NWP:

(Note: This only applies in the following counties: Clallam, Grays Harbor, Island, Jefferson, King, Kitsap, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum and Whatcom)

Response: Ecology concurs that this NWP is consistent with the CZMP, subject to the following condition: An individual Coastal Zone Management Consistency Determination is required for project or activities under this NWP if State Section 401 review is required.

General Conditions: For Non-Federal Permittees

1. Necessary Data and Information. A Coastal Zone Management Program “Certification of Consistency” form is required for projects located within a coastal county. “Certification of Consistency” forms are available on Ecology’s website. The form shall include a description of the proposed project or activity and evidence of compliance with the applicable enforceable policies of the Washington Coastal Zone Management Program (CZMP). Also, a map of the site location is required.
2. Timing. Within 6 months from receipt of the necessary data and information, Ecology will provide a federal consistency determination for the proposed project or activity. If Ecology fails to act within the 6 month period, concurrence with the CZMP is presumed.

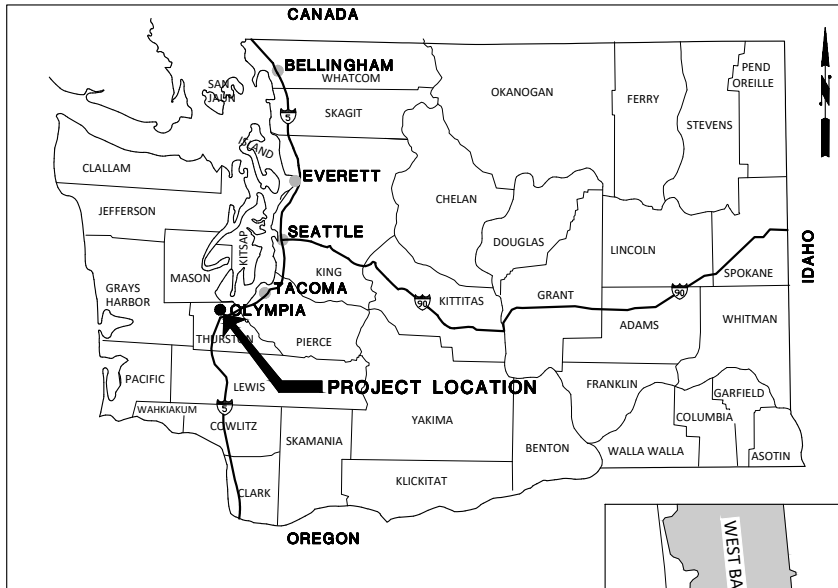
General Conditions: For Federal Permittees (Agencies)

1. Necessary Data and Information. Federal agencies shall submit the determination, information, and analysis required by 15 CFR 930.39 to obtain a federal consistency determination.
2. Timing. Within 60 days from receipt of the necessary data and information, Ecology will provide a federal consistency determination for the proposed project or activity. If Ecology fails to act within the 60 day period, concurrence with the CZMP is presumed.

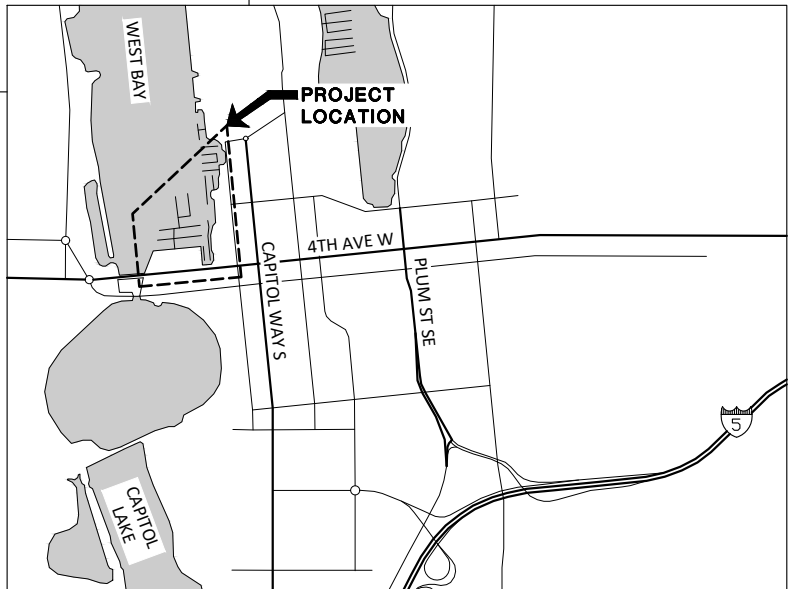
PERCIVAL LANDING

2021 REPAIRS

CITY OF OLYMPIA PARKS, ARTS, AND RECREATION DEPARTMENT OLYMPIA, WASHINGTON



AREA MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

REFERENCE #: TBD

APPLICANT: CITY OF OLYMPIA

ADDRESS: 601 4th Ave E Olympia, WA 98501

DATUM: HTL= 15.01, MHHW= 14.56, MLLW = 0

ADJACENT PROPERTY OWNERS:

1. PKS Oyster House; 91002300000
2. Olympia Yacht Club; 91005800000
3. Stormans; 91006300000

PERCIVAL LANDING
MAINTENANCE REPAIRS

AREA MAP AND VICINITY MAP



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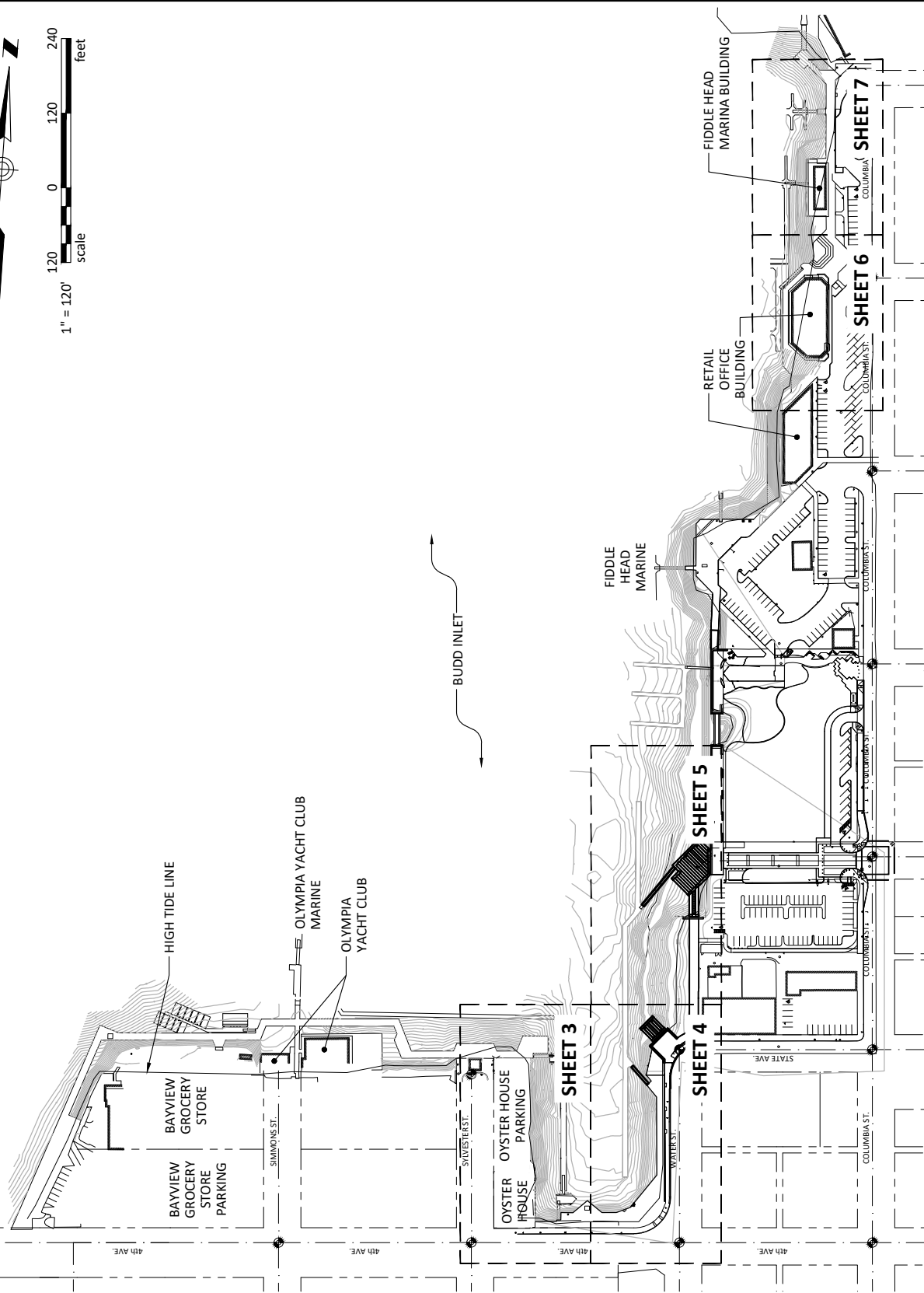
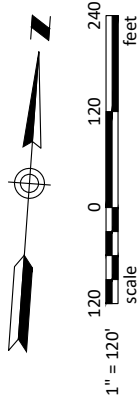
PROPOSED PROJECT: CITY OF OLYMPIA PERCIVAL LANDING
MAINTENANCE REPAIRS

IN: Budd Inlet, Puget Sound
AT: Olympia, Wa
COUNTY: Thurston
LAT: 47° 02' 43.9" N
LONG: 122° 54' 16.8" W

NWS-2021-217

DATE: February 19 2021

SHEET : 1 OF 11



REFERENCE #: TBD

APPLICANT: CITY OF OLYMPIA

ADDRESS: 601 4th Ave E Olympia, WA 98501

DATUM: HTL= 15.01, MHHW= 14.56, MLLW = 0

ADJACENT PROPERTY OWNERS:

1. PKS Oyster House; 91002300000
2. Olympia Yacht Club; 91005800000
3. Stormans; 91006300000

**PERCIVAL LANDING
MAINTENANCE REPAIRS**

KEY PLAN



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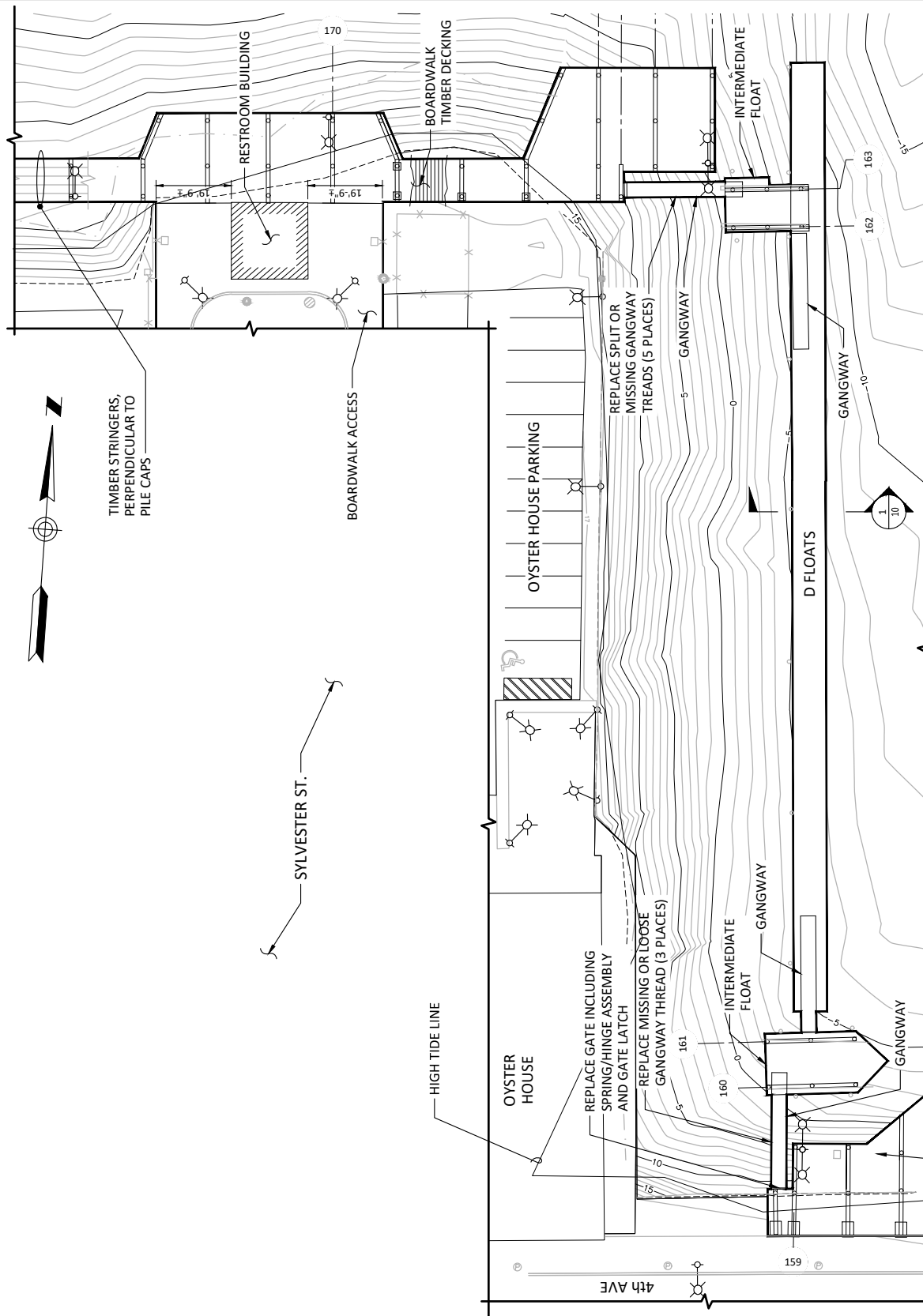
PROPOSED PROJECT: CITY OF OLYMPIA PERCIVAL LANDING MAINTENANCE REPAIRS

IN: Budd Inlet, Puget Sound
 AT: Olympia, Wa
 COUNTY: Thurston
 LAT: 47° 02' 43.9" N
 LONG: 122° 54' 16.8" W

NWS-2021-217

DATE: February 19 2021

SHEET : 2 OF 11



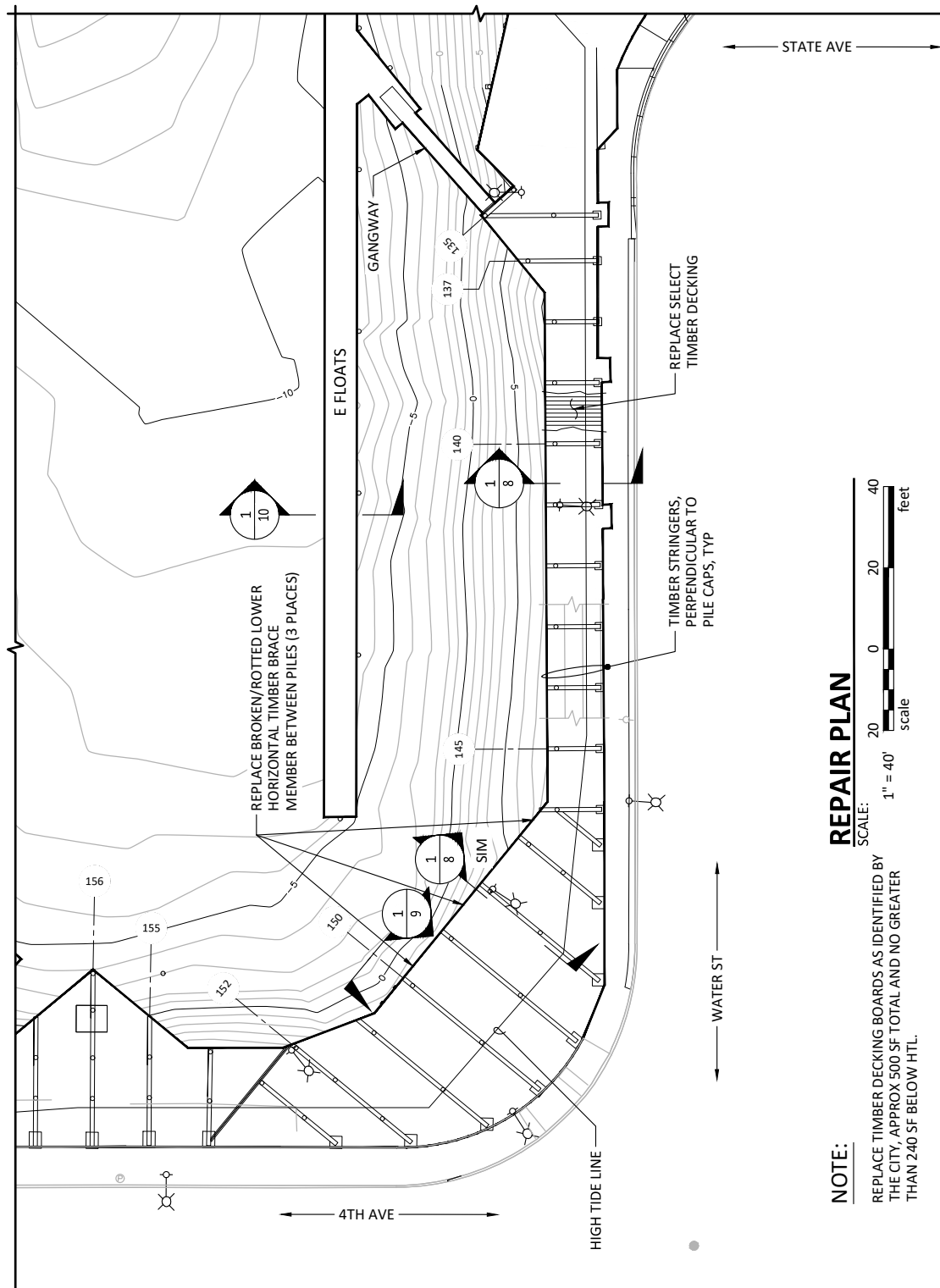
REPAIR PLAN
SCALE: 1" = 40'
feet

NOTE:
REPLACE DAMAGED 14'-7"± DECK BOARD, SEE 1/8
REPLACE TIMBER DECKING BOARDS AS IDENTIFIED BY THE CITY, APPROX 500 SF TOTAL AND NO GREATER THAN 240 SF BELOW HTL.

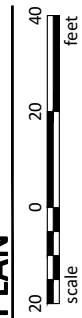
REFERENCE #: TBD
 APPLICANT: CITY OF OLYMPIA
 ADDRESS: 601 4th Ave E Olympia, WA 98501
 DATUM: HTL= 15.01, MHHW= 14.56, MLLW = 0
 ADJACENT PROPERTY OWNERS:
 1. PKS Oyster House; 91002300000
 2. Olympia Yacht Club; 91005800000
 3. Stormans; 91006300000

**PERCIVAL LANDING
MAINTENANCE REPAIRS
TIMBER REPAIR PLAN**

PROPOSED PROJECT: CITY OF OLYMPIA PERCIVAL LANDING MAINTENANCE REPAIRS
 IN: Budd Inlet, Puget Sound
 AT: Olympia, Wa
 COUNTY: Thurston
 LAT: 47° 02' 43.9" N
 LONG: 122° 54' 16.8" W
 DATE: February 19 2021
 SHEET : 3 OF 11



REPAIR PLAN



NOTE:
 REPLACE TIMBER DECKING BOARDS AS IDENTIFIED BY THE CITY, APPROX 500 SF TOTAL AND NO GREATER THAN 240 SF BELOW HTL.

REFERENCE #: TBD
 APPLICANT: CITY OF OLYMPIA
 ADDRESS: 601 4th Ave E Olympia, WA 98501
 DATUM: HTL= 15.01, MHHW= 14.56, MLLW = 0
 ADJACENT PROPERTY OWNERS:
 1. PKS Oyster House; 91002300000
 2. Olympia Yacht Club; 91005800000
 3. Stormans; 91006300000

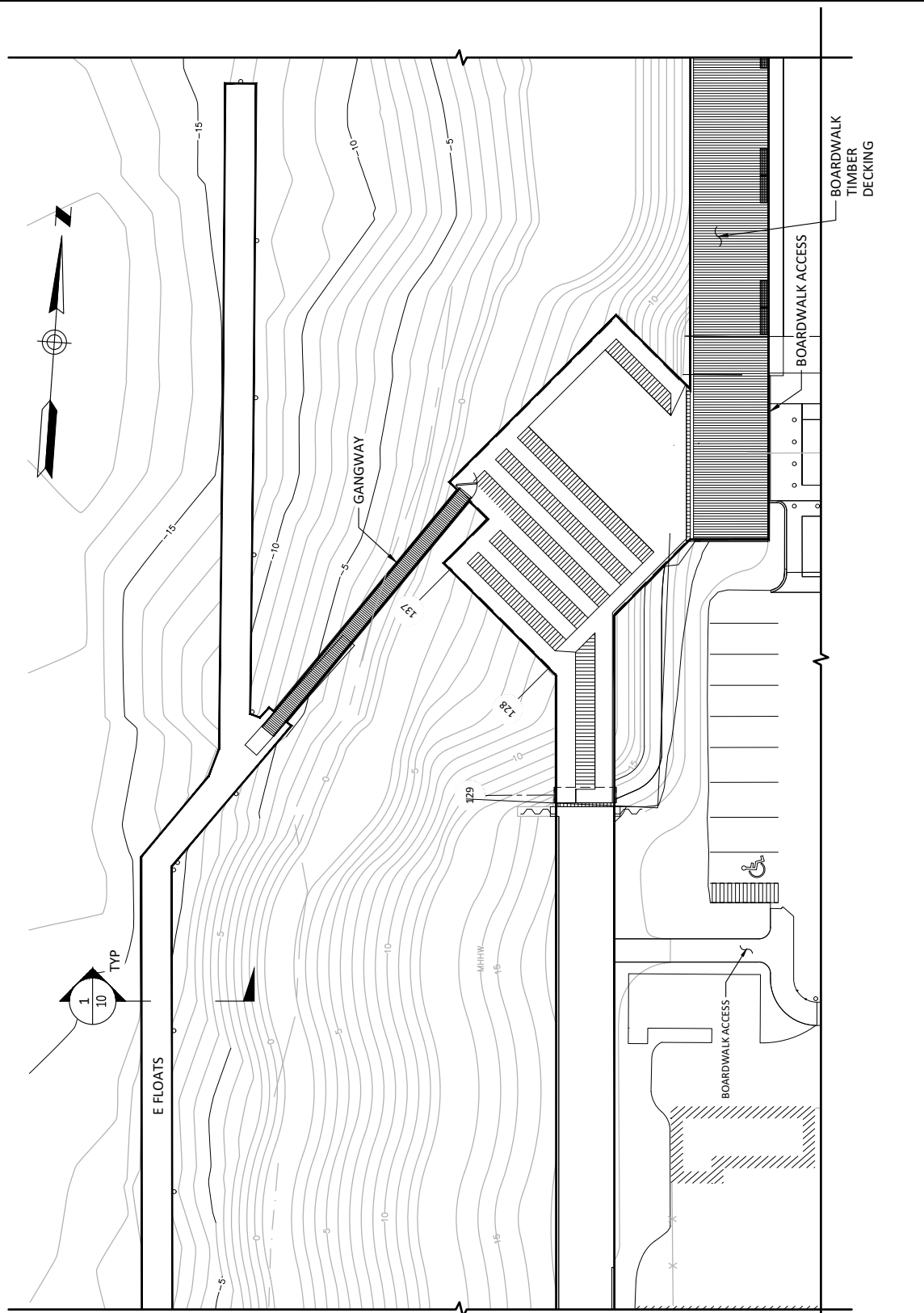
**PERCIVAL LANDING
 MAINTENANCE REPAIRS
 TIMBER REPAIR PLAN**



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PROPOSED PROJECT: CITY OF OLYMPIA PERCIVAL LANDING MAINTENANCE REPAIRS
 IN: Budd Inlet, Puget Sound
 AT: Olympia, Wa
 COUNTY: Thurston
 LAT: 47° 02' 43.9" N
 LONG: 122° 54' 16.8" W
 DATE: February 19 2021
 SHEET : 4 OF 11



REPAIR PLAN

SCALE: 1" = 40'
 0 20 40
 feet
 Scale

NOTE:

REPLACE TIMBER DECKING BOARDS AS IDENTIFIED BY THE CITY, APPROX 500 SF TOTAL AND NO GREATER THAN 240 SF BELOW HTL.

REFERENCE #: TBD
 APPLICANT: CITY OF OLYMPIA
 ADDRESS: 601 4th Ave E Olympia, WA 98501
 DATUM: HTL= 15.01, MHHW= 14.56, MLLW = 0
 ADJACENT PROPERTY OWNERS:
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 2. Olympia Yacht Club; 91005800000
 3. Stormans; 91006300000

PERCIVAL LANDING
 MAINTENANCE REPAIRS
 TIMBER REPAIR PLAN



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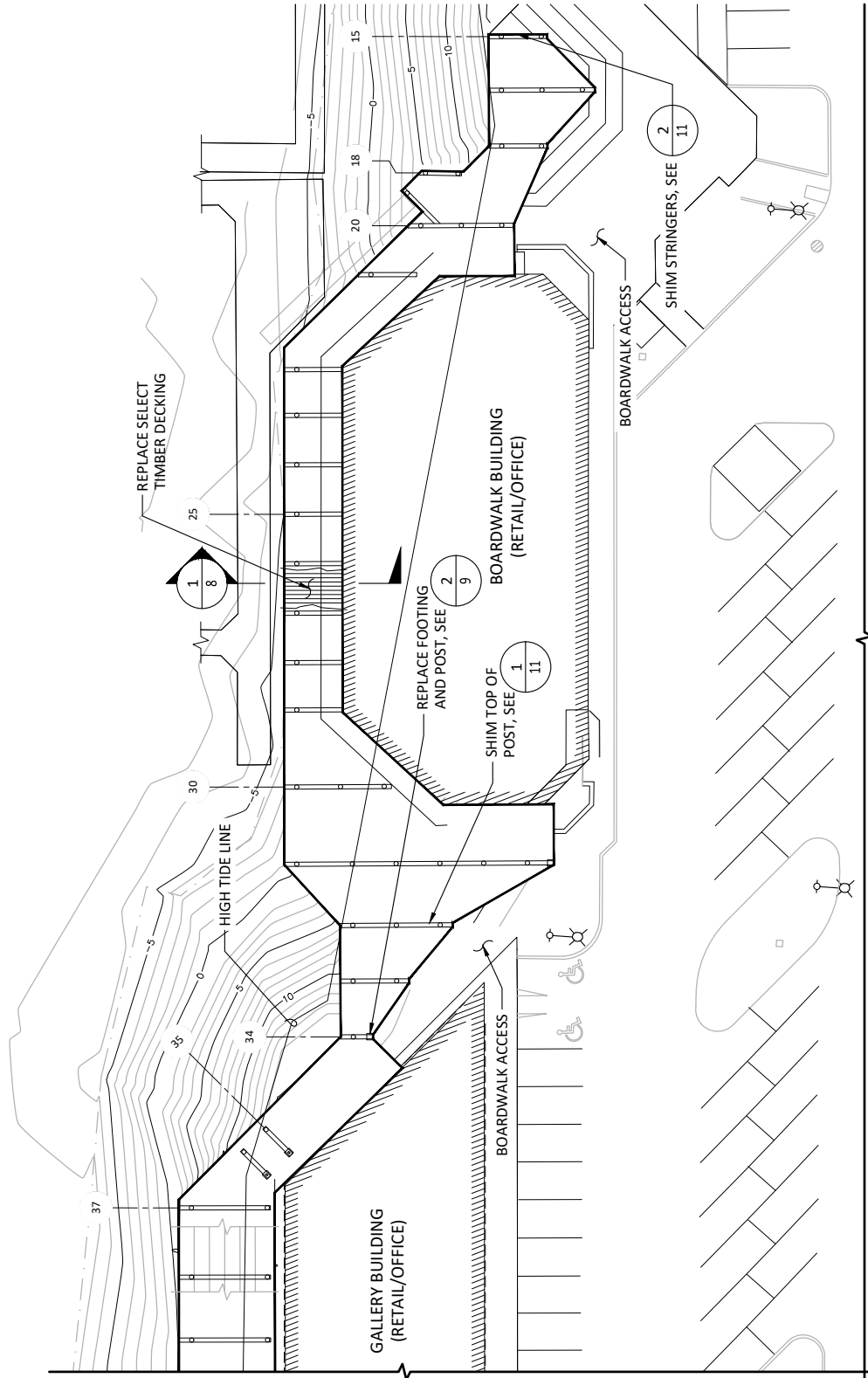
Parks • Arts • Recreation

PROPOSED PROJECT: CITY OF OLYMPIA PERCIVAL LANDING MAINTENANCE REPAIRS

IN: Budd Inlet, Puget Sound
 AT: Olympia, Wa
 COUNTY: Thurston
 LAT: 47° 02' 43.9" N
 LONG: 122° 54' 16.8" W

DATE: February 19 2021

NWS-2021-217
 SHEET : 5 OF 11



REPAIR PLAN

SCALE: 1" = 40'
 20 0 20 40
 feet
 scale

NOTE:

REPLACE TIMBER DECKING BOARDS AS IDENTIFIED BY THE CITY, APPROX 500 SF TOTAL AND NO GREATER THAN 240 SF BELOW HTL.

REFERENCE #: TBD

APPLICANT: CITY OF OLYMPIA

ADDRESS: 601 4th Ave E Olympia, WA 98501

DATUM: HTL= 15.01, MHHW= 14.56, MLLW = 0

ADJACENT PROPERTY OWNERS:

1. PKS Oyster House; 91002300000
2. Olympia Yacht Club; 91005800000
3. Stormans; 91006300000

**PERCIVAL LANDING
 MAINTENANCE REPAIRS
 STRINGER REPAIR PLAN**



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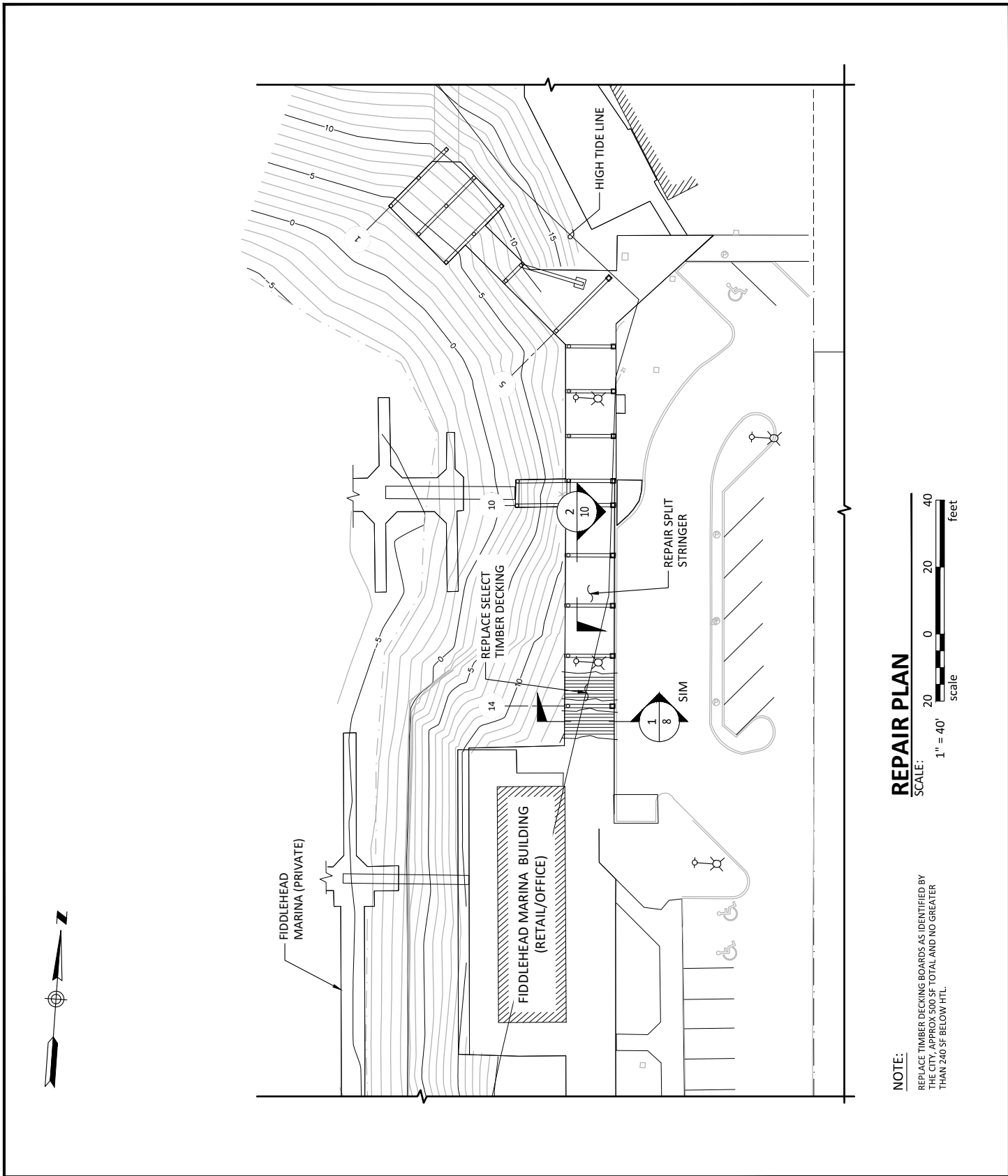
PROPOSED PROJECT: CITY OF OLYMPIA PERCIVAL LANDING MAINTENANCE REPAIRS

IN: Budd Inlet, Puget Sound
 AT: Olympia, Wa
 COUNTY: Thurston
 LAT: 47° 02' 43.9" N
 LONG: 122° 54' 16.8" W

NWS-2021-217

DATE: February 19 2021

SHEET: 6 OF 11



REPAIR PLAN

SCALE: 1" = 40' scale

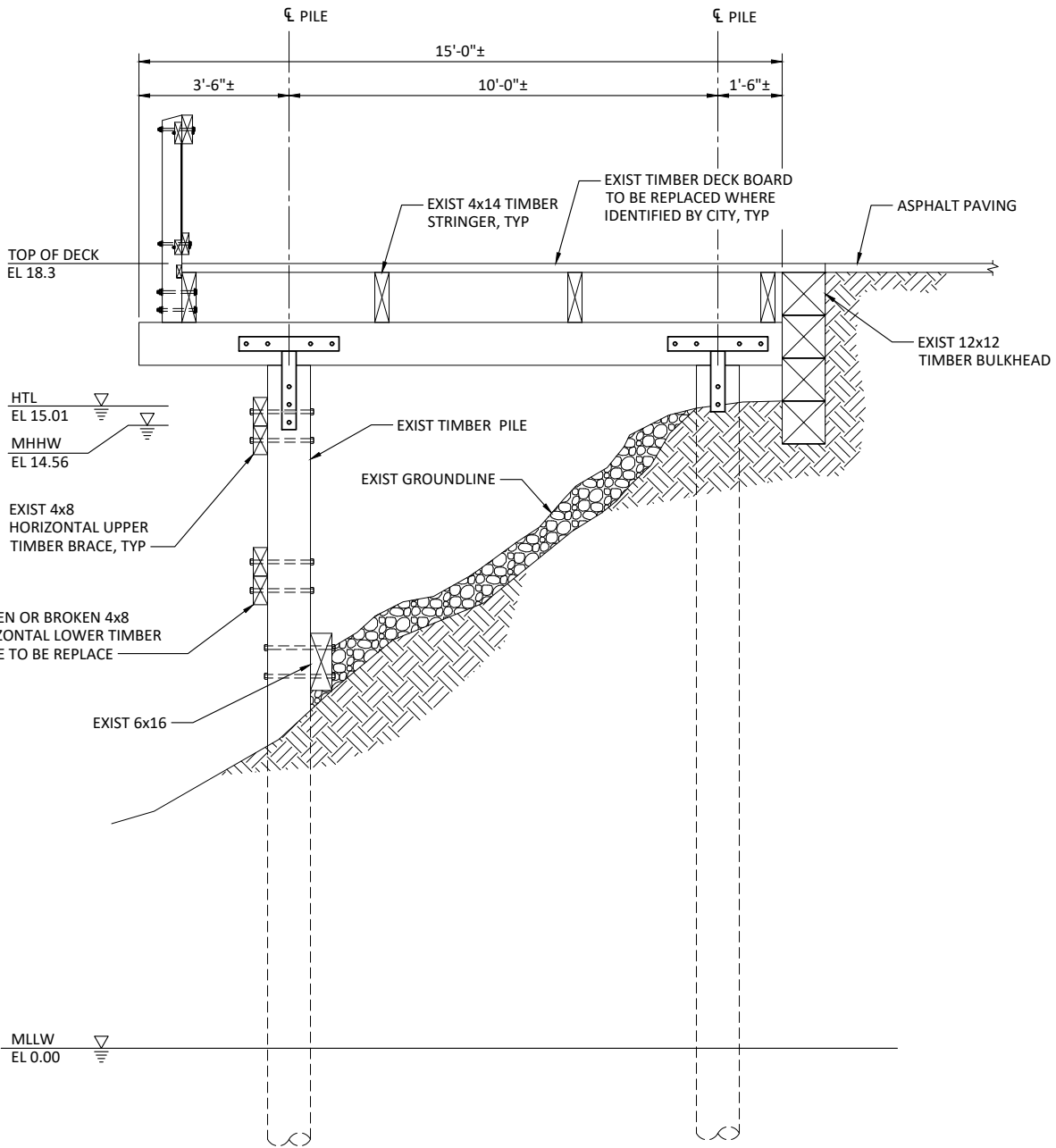
NOTE:
 REPLACE TIMBER DECKING BOARDS AS IDENTIFIED BY THE CITY, APPROX. 500 SF TOTAL AND NO GREATER THAN 240 SF BELOW HTL

REFERENCE #: TBD
 APPLICANT: CITY OF OLYMPIA
 ADDRESS: 601 4th Ave E Olympia, WA 98501
 DATUM: HTL= 15.01, MHHW= 14.56, MLLW = 0
 ADJACENT PROPERTY OWNERS:
 1. PKS Oyster House; 91002300000
 2. Olympia Yacht Club; 91005800000
 3. Stormans; 91006300000

**PERCIVAL LANDING
 MAINTENANCE REPAIRS
 STRINGER REPAIR PLAN**

PROPOSED PROJECT: CITY OF OLYMPIA PERCIVAL LANDING MAINTENANCE REPAIRS
 IN: Budd Inlet, Puget Sound
 AT: Olympia, Wa
 COUNTY: Thurston
 LAT: 47° 02' 43.9" N
 LONG: 122° 54' 16.8" W
 DATE: February 19 2021

NWS-2021-217
 SHEET : 7 OF 11



SECTION - TIMBER DECKING AND BRACE REPLACEMENT

1
3,4,6,7

SCALE: 1/2" = 1'-0"

REFERENCE #: TBD

APPLICANT: CITY OF OLYMPIA

ADDRESS: 601 4th Ave E Olympia, WA 98501

DATUM: HTL= 15.01, MHHW= 14.56, MLLW = 0

ADJACENT PROPERTY OWNERS:

1. PKS Oyster House; 91002300000
2. Olympia Yacht Club; 91005800000
3. Stormans; 91006300000

PERCIVAL LANDING
MAINTENANCE REPAIRS

SECTION - TIMBER REPAIR

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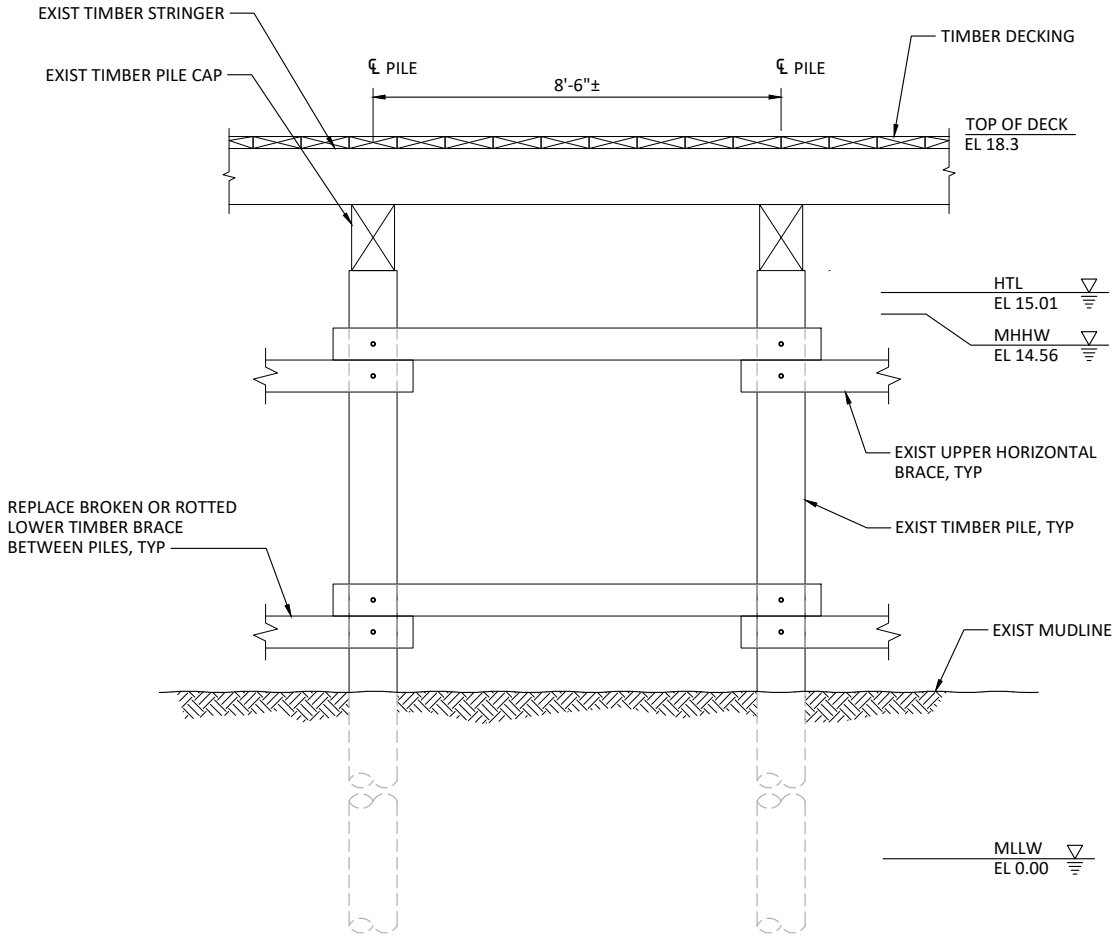
PROPOSED PROJECT: CITY OF OLYMPIA PERCIVAL LANDING MAINTENANCE REPAIRS

IN: Budd Inlet, Puget Sound
AT: Olympia, Wa
COUNTY: Thurston
LAT: 47° 02' 43.9" N
LONG: 122° 54' 16.8" W

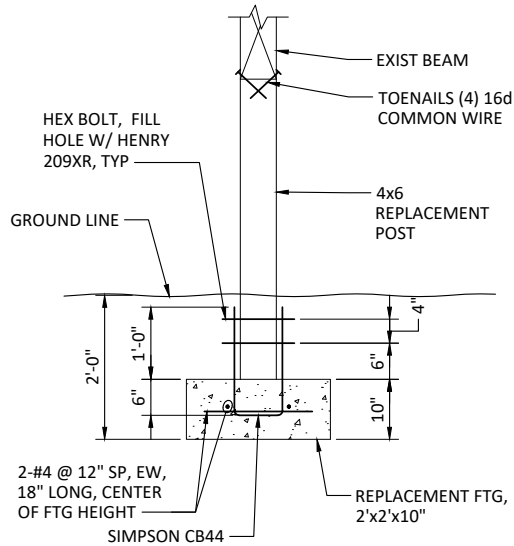
NWS-2021-217

DATE: February 19 2021

SHEET : 8 OF 11



1
4 **DETAIL - HORIZONTAL BRACE REPLACEMENT**
SCALE: 1/2" = 1' - 0"

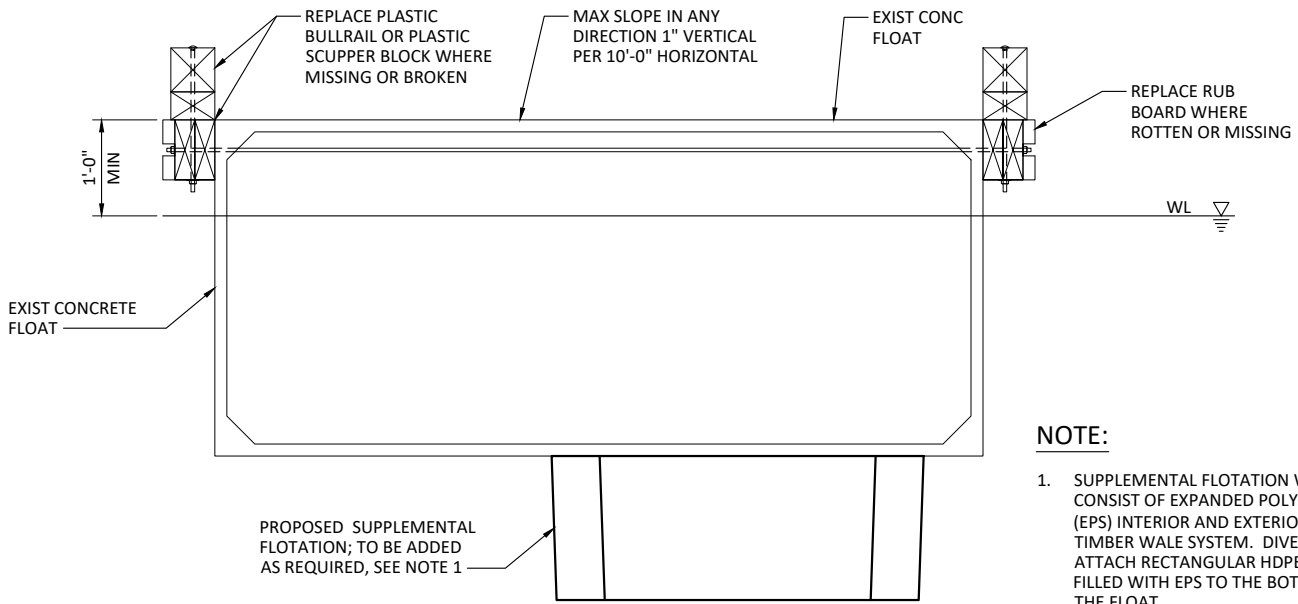


1
6 **DETAIL - FOOTING AND POST REPLACEMENT**
SCALE: 3/4" = 1' - 0"

REFERENCE #: TBD
 APPLICANT: CITY OF OLYMPIA
 ADDRESS: 601 4th Ave E Olympia, WA 98501
 DATUM: HTL= 15.01, MHHW= 14.56, MLLW = 0
 ADJACENT PROPERTY OWNERS:
 1. PKS Oyster House; 91002300000
 2. Olympia Yacht Club; 91005800000
 3. Stormans; 91006300000

PERCIVAL LANDING
 MAINTENANCE REPAIRS
 SECTION - TIMBER REPAIR

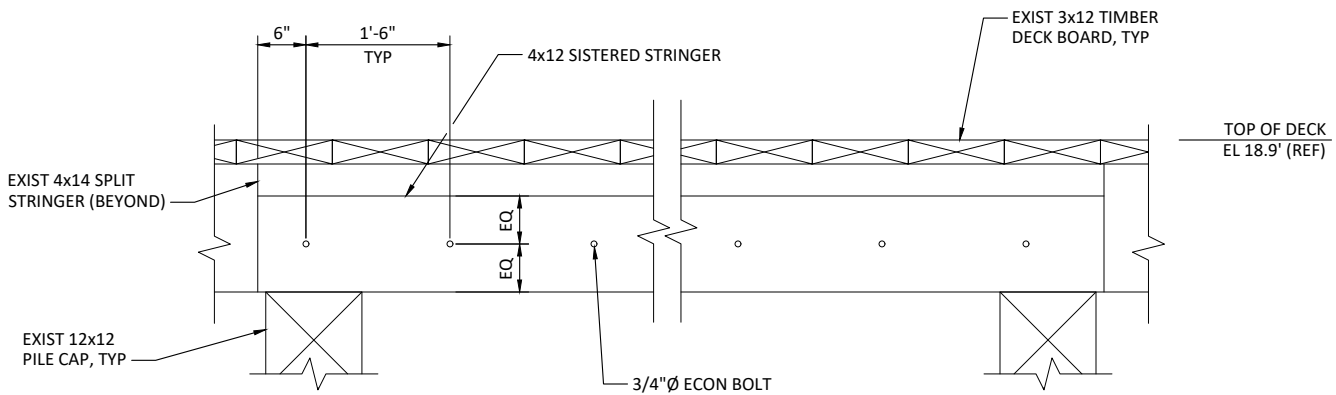
PROPOSED PROJECT: CITY OF OLYMPIA PERCIVAL LANDING MAINTENANCE REPAIRS
 IN: Budd Inlet, Puget Sound
 AT: Olympia, Wa
 COUNTY: Thurston
 LAT: 47° 02' 43.9" N
 LONG: 122° 54' 16.8" W
 NWS-2021-217
 DATE: February 19 2021
 SHEET : 9 OF 11



NOTE:

1. SUPPLEMENTAL FLOTATION WILL CONSIST OF EXPANDED POLYSTYRENE (EPS) INTERIOR AND EXTERIOR TIMBER WALE SYSTEM. DIVERS WILL ATTACH RECTANGULAR HDPE DRUMS FILLED WITH EPS TO THE BOTTOM OF THE FLOAT.

1 **DETAIL - ADDITIONAL FLOTATION**
 3,4,5 SCALE: 1" = 1'-0"



2 **DETAIL - ELEVATION SPLIT STRINGER REPAIR**
 7 SCALE: 1" = 1'-0"

REFERENCE #: TBD

APPLICANT: CITY OF OLYMPIA

ADDRESS: 601 4th Ave E Olympia, WA 98501

DATUM: HTL= 15.01, MHHW= 14.56, MLLW = 0

ADJACENT PROPERTY OWNERS:

1. PKS Oyster House; 91002300000
2. Olympia Yacht Club; 91005800000
3. Stormans; 91006300000

PERCIVAL LANDING
 MAINTENANCE REPAIRS

DETAIL - ADDITIONAL FLOTATION

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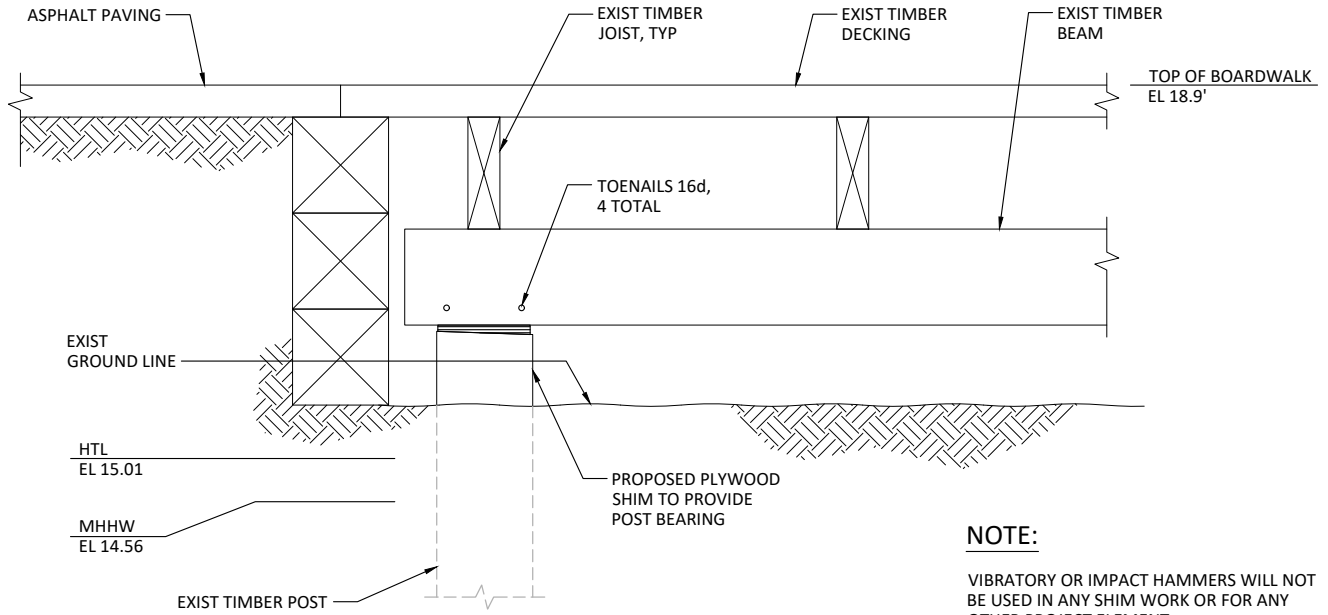
PROPOSED PROJECT: CITY OF OLYMPIA PERCIVAL LANDING MAINTENANCE REPAIRS

IN: Budd Inlet, Puget Sound
 AT: Olympia, Wa
 COUNTY: Thurston
 LAT: 47° 02' 43.9" N
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NWS-2021-217

DATE: February 19 2021

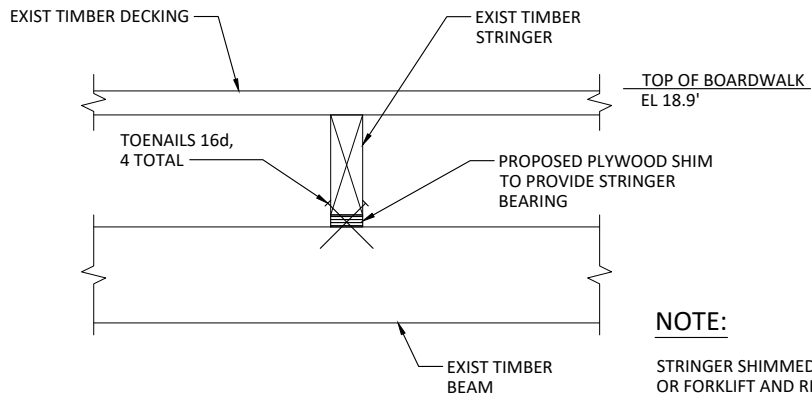
SHEET : 10 OF 11



NOTE:

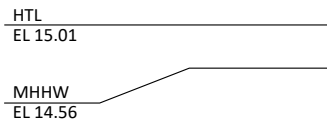
VIBRATORY OR IMPACT HAMMERS WILL NOT BE USED IN ANY SHIM WORK OR FOR ANY OTHER PROJECT ELEMENT.

1
6 **DETAIL - POST SHIM**
SCALE: 1" = 1'-0"



NOTE:

STRINGER SHIMMED USING HYDRAULIC JACKS OR FORKLIFT AND RIGGING.



2
6 **DETAIL - STRINGER SHIM**
SCALE: 1" = 1'-0"

REFERENCE #: TBD
 APPLICANT: CITY OF OLYMPIA
 ADDRESS: 601 4th Ave E Olympia, WA 98501
 DATUM: HTL= 15.01, MHHW= 14.56, MLLW = 0
 ADJACENT PROPERTY OWNERS:
 1. PKS Oyster House; 91002300000
 2. Olympia Yacht Club; 91005800000
 3. Stormans; 91006300000

**PERCIVAL LANDING
 MAINTENANCE REPAIRS**
DETAIL - POST AND STRINGER SHIM

PROPOSED PROJECT: CITY OF OLYMPIA PERCIVAL LANDING MAINTENANCE REPAIRS
 IN: Budd Inlet, Puget Sound
 AT: Olympia, Wa
 COUNTY: Thurston
 LAT: 47° 02' 43.9" N
 LONG: 122° 54' 16.8" W
 NWS-2021-217
 DATE: February 19 2021
 SHEET: 11 OF 11



US Army Corps
of Engineers®
Seattle District

CERTIFICATE OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT



Permit Number: NWS-_____

Name of Permittee: _____

Date of Issuance: _____

Upon completion of the activity authorized by this permit, please check the applicable boxes below, date and sign this certification, and return it to the following email or mailing address:

NWS.Compliance@usace.army.mil

OR

Department of the Army
U.S. Army Corps of Engineers
Seattle District, Regulatory Branch
Post Office Box 3755
Seattle, Washington 98124-3755

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of your authorization, your permit may be subject to suspension, modification, or revocation.

<input type="checkbox"/>	<p>The work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of this permit.</p> <p>Date work complete: _____</p> <p><input type="checkbox"/> Photographs and as-built drawings of the authorized work (OPTIONAL, unless required as a Special Condition of the permit).</p>
--------------------------	--

<input type="checkbox"/>	<p>If applicable, the mitigation required (e.g., construction and plantings) in the above-referenced permit has been completed in accordance with the terms and conditions of this permit (not including future monitoring).</p> <p>Date work complete: _____ <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Photographs and as-built drawings of the mitigation (OPTIONAL, unless required as a Special Condition of the permit).</p>
--------------------------	--

<input type="checkbox"/>	<p>Provide phone number/email for scheduling site visits (must have legal authority to grant property access).</p> <p>Printed Name: _____</p> <p>Phone Number: _____ Email: _____</p>
--------------------------	---

Printed Name: _____

Signature: _____

Date: _____



CONTRACT BOND EXAMPLES

PUBLIC WORKS PAYMENT BOND
to City of Olympia, WA

Bond No. _____

The City of Olympia, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as Percival Landing 2021 Repairs, Project No. 1956H, in Olympia, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

Contract Administrator, City of Olympia Date

EXAMPLE

PERFORMANCE BOND to City of Olympia, WA

Bond No. _____

The City of Olympia, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as Percival Landing 2021 Repairs, Project No. 1956H, in Olympia, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature _____ Date _____

Surety Signature _____ Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Name, address, and telephone of local office/agent of Surety Company is:

Approved as to form:

Contract Administrator, City of Olympia _____ Date _____



CONTRACT EXAMPLE

CONTRACT NUMBER:



THIS AGREEMENT is entered into between the City of Olympia (the "City") and _____ of _____, Washington, (the "Contractor"), for the project known as Percival Landing 2021 Repairs (the "Project"), Contract Number 1956H.

PROJECT DESCRIPTION. This Project provides for the maintenance and repair of the existing boardwalk and floating docks at Percival Landing along the downtown Olympia waterfront, and other work to be performed in accordance with the Contract Documents.

IN CONSIDERATION OF THE TERMS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

CITY RESPONSIBILITIES. The City agrees to engage the Contractor to perform all work necessary to complete the Project according to the Project plans and specifications under the terms and conditions contained in this Agreement. The City agrees to pay the Contractor according to the Project plans and specifications and the schedule of unit or itemized prices outlined in the Contractor's bid proposal at the time, in the manner and upon the conditions provided for in this agreement. The contract bid amount is \$ _____, which includes any applicable sales or use tax.

CONTRACTOR RESPONSIBILITIES. The Contractor shall perform all work and furnish and bear the expense of all tools, materials, equipment and labor as may be required for the transfer of materials and for construction and completion of the Project, except as is otherwise designated in the Project plans and specifications, "to be provided by the City." The Contractor agrees to perform any necessary alterations in or additions to the work as required by the City. The Contractor shall complete the Project in accordance with and as described in the Project plans and specifications, and the edition of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction (WSDOT Specifications) referenced in the Project specifications. Contractor binds himself, his heirs, executors, administrators, successors and assigns.

PROJECT TIMELINE. Work on the Project shall begin on the date provided in the Notice to Proceed and shall be completed in the number of working days outlined in the Project specifications.

LIQUIDATED DAMAGES. If the Project is not completed within the allotted working days, the Contractor agrees to pay to the City liquidated damages in the amount calculated per the WSDOT Specifications for each day the Project remains incomplete after expiration of the Project timeline.

DOCUMENTS INCORPORATED BY REFERENCE. The documents incorporated by reference, as if fully set forth in this Agreement, include the Project plans and specifications, the Contractor's bid proposal, and the edition of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction referenced in the Project Specifications.

INDEMNIFICATION. The Contractor agrees to indemnify, defend, and hold harmless the City and its officers and employees, from any claims, suits, actions, damages or liability whatsoever which may result from or arise out of the Contractor's work under this Agreement. This provision shall not apply to those claims or damages that are determined to have been caused by the sole negligence of the City, its officers, or employees.

EFFECTIVE DATE. The parties to this Agreement have caused it to be fully executed on the date of the last authorizing signature below.

CITY OF OLYMPIA

CONTRACTOR

I certify by signing below that I am a duly authorized signatory for the Contractor:

Parks Director Date

(Signature) Date

Approved as to form:

(Printed Name)

Contract Administrator Date

(Printed Title)



**SUPPLEMENTAL BIDDER
RESPONSIBILITY CRITERIA**

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

Percival Landing 2021 Repairs

These forms shall be completed in their entirety and submitted by the apparent two lowest Bidders to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline.

Failure to submit and meet the requirements as stated in Section 1-02 of the Special Provisions shall be grounds for rejection of the bid. The City of Olympia will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Contractor:

Name: _____

Address: _____

Phone: _____

Contact Person: _____

1. **Delinquent State Taxes**

Delinquent state taxes will be verified by the Contracting Agency, verification need not be submitted by the Contractor.

2. **Federal Debarment**

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder and/or its Owners are not currently debarred or suspended by the Federal government.
- Alternatively, the undersigned confirms that the Bidder and/or its Owners are currently debarred or suspended by the Federal government.

If the Bidder and/or its Owners are currently debarred or suspended by the Federal government, provide a written explanation identifying the date of the conviction and a description of the circumstances surrounding the conviction.

(Date)

(Signature)

(Print Name)

(Title)

3. **Subcontractor Responsibility:** Attach standard subcontract form for review and a written description of its procedure for validating the responsibility of subcontractors.
4. **Claims Against Retainage and Bonds:**

Instructions to Bidders: Check the appropriate box

- The Bidder has not had claims against retainage and bonds in the three (3) years prior to the bid submittal date.
- Alternatively, the Bidder has had claims against retainage and bonds in the three (3) years prior to the bid submittal date.

If the Bidder has had claims against retainage and bonds in the three (3) years prior to the bid submittal date, submit a list of public works projects completed during this period that have had claims against retainage and bonds and include name of Project, Owner and contact information for the Owner, a list of claims filed against retainage and/or payment bond for any of the projects listed; and a written explanation of circumstances surrounding each claim and the ultimate resolution of the claim.

5. Public Bidding Crime:

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder and/or its Owners have not been convicted of a crime involving bidding on a public works contract in the five (5) years prior to the bid submittal date.

- Alternatively, the undersigned confirms that the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract in the five (5) years prior to the bid submittal date.

If the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract, provide a written explanation identifying the date of the conviction and a description of the circumstances surrounding the conviction.

(Date)

(Signature)

(Print Name)

(Title)

6. Termination for Cause/Termination for Default

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had any public works contracts terminated for cause or terminated for default by a government agency in the five (5) years prior to the bid submittal date.
- Alternatively, the undersigned confirms that the Bidder has had public works contracts terminated for cause or terminated for default by a government agency in the five (5) years prior to the bid submittal date.

If the Bidder has had any public works contracts terminated for cause or terminated for default in the five (5) years prior to the bid submittal date, provide a written explanation for all contracts terminated for cause or terminated for default by identifying the Project contract that was terminated, the government agency which terminated the contract, the date of the termination, and a description of the circumstances surrounding the termination.

(Date)

(Signature)

(Print Name)

(Title)

7. Lawsuits

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five (5) years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

- Alternatively, the undersigned confirms that the Bidder has had any lawsuits with judgments entered against the Bidder in the five (5) years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

If the Bidder has had any lawsuits with judgments entered against the Bidder in the five (5) years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, submit a list of lawsuits along with a written explanation of the circumstances surrounding each lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet the terms of contracts.

(Date)

(Signature)

(Print Name)

(Title)



BIDDERS CHECKLIST

BIDDER'S CHECKLIST

BIDDER'S RESPONSIBILITY STATEMENT

It is the responsibility of each bidder to ascertain if all the documents are included in their copy of the Contract Documents.

BIDDER'S CHECKLIST

The following documents must be signed and where required, notarized, for the Bid Proposal to be complete. Unless otherwise inapplicable as noted below, all Bidders must *fill out all blanks* to be submitted at time of Bid opening.

- A. **SUBCONTRACTOR LIST:** Complete City provided form, if applicable.
- B. **NON-COLLUSION DECLARATION:** The Non-Collusion Declaration will be a part of the Bid Proposal.
- C. **BID BOND FORM:** Complete City provided form.
- D. **EQUAL BENEFITS COMPLIANCE DECLARATION:** **If the bid is over \$50,000**, complete the City provided Equal Benefits Compliance Declaration.
- E. **CERTIFICATION of COMPLIANCE with WAGE PAYMENT STATUTUES:** Complete City provided form.
- F. **BID PROPOSAL:** Complete City provided form.

Proposal documents shall be sealed in an envelope. The outside of the envelope shall be clearly labeled with the Project Name and Project Number, Bid opening date, time and location, and shall state in large letters: **SEALED BID – DO NOT OPEN.**



PROPOSAL

PROPOSAL

Percival Landing 2021 Repairs
Project No. 1956H

PROPOSAL SUBMITTED BY:

Contractor: _____

Address: _____

City State Zip Code

(____) _____
Phone

(____) _____
Fax

E-mail: _____

BID SUBMITTAL

MAILED-IN PROPOSALS MUST BE RECEIVED BY:

September 29, 2021

12:00 P.M.

P.O. Box (Mail-In Only):

**Jake Lund, PE, Parks Senior Engineer
City of Olympia Parks, Arts, & Recreation
PO Box 1967
Olympia, WA 98507-1967**

Mark outside of sealed envelope as follows:

*SEALED BID - DO NOT OPEN
Contractor name
Project name and number
Bid Opening Date, Time, and Location*

HAND-DELIVERED PROPOSALS MUST BE RECEIVED BY (CITY HALL BID & PROPOSAL DROPBOX):

September 30, 2021

1:00 P.M.

Physical Address (Hand Delivery Only):

**Olympia City Hall Front Entrance Bid & Proposal Drop Box
601 4th Avenue E
Olympia, WA 98501**

Mark outside of sealed envelope as follows:

*SEALED BID - DO NOT OPEN
Contractor name
Project name and number
Bid Opening Date, Time, and Location*

BID OPENING DATE:

September 30, 2021

1:00 P.M.

The undersigned hereby certifies that he/she has personally examined the details for this project and understands the methods by which payment will be made, and hereby proposes to supply the materials in accordance with the Contract Documents at the following schedule of rates and prices.

NOTE: Unit prices for all items, all extensions and total amount of bid must be shown in ink or typewritten. Show unit prices in figures only.

Item Number	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	PROJECT SCOPE	LS	1		

PROJECT NO. 1956H SUB TOTAL _____

WASHINGTON STATE SALES TAX @ 9.4% _____

PROJECT NO. 1956H GRAND TOTAL _____

On this project, Percival Landing 2021 Repairs, project no. 1956H, the Contractor shall not include sales taxes in the bid items, but shall collect from the City for payment to the State, retail sales tax on the total cost of the project (i.e., include such taxes on the line for Washington State Sales Tax located beneath the sub-total line).

The apparent low bidder, for purpose of entering into an Agreement for construction, shall be the responsive and responsible bidder offering the low aggregate amount for the base bid plus additives, and meeting all other bid submittal requirements.

NON-COLLUSION DECLARATION

I, by signing the proposal signature sheet, 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 of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern 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 direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Option 1
BID BOND DEPOSIT

Attached is a deposit in the form of a certified check or cashier's check in the amount of five percent (5%) of the total bid amount.

Principal Signature Date

Printed Name

Title

-- OR --

Option 2
BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, [Contractor] _____ of [address] _____ as Principal,
and [Surety] _____

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 City of Olympia in the 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 ourselves, our heirs, executors, administrators and assigns, and successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is such, that whereas the Principal herein is herewith submitting his/her or its sealed proposal for Project No. 1956H, Percival Landing 2021 Repairs, said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, if the said proposal bid 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 performance bond and payment bond as required by the City of Olympia 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 THE EVENT the Principal, following award, fails to execute an Agreement with the City of Olympia in accordance with the terms of the Proposal and furnish a performance bond and payment bond with Surety or Sureties approved by the City of Olympia within ten (10) days from and after said award, then Principal shall forfeit the Bid Bond/Bid Proposal Deposit or Surety shall immediately pay and forfeit to the City of Olympia the amount of the Proposal Bid Bond, as authorized by RCW 35A.40.200, RCW 35A.40.210 and RCW 35.23.352.

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

PRINCIPAL

SURETY

Principal Signature Date

Signature of authorized official Date

Printed Name

Printed Name

Title

By: Attorney-in-fact

Name, address, and telephone of local office/agent of Surety Company is:

EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors on City contracts estimated to cost \$50,000 or more shall comply with the City of Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors must have policies in place prohibiting such discrimination, prior to contracting with the City.

I declare that the Contractor listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Contractor.

Contractor Name

Signature

Name (please print)

Date

Title



Certification of Compliance with Wage Payment Statutes

**FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL MAKE THIS BID
NONRESPONSIVE AND INELIGIBLE FOR AWARD**

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, [REDACTED], 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.*

PROPOSAL SIGNATURE SHEET

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

List all Addendum(s) by individual number.

Receipt is hereby acknowledged of addendum(s) No.(s) _____, _____, _____ & _____

Was the bidder present at the project pre-bid meeting on September 27, 2021? _____

Washington State Contractor's License No. _____

Contractor's Unified Business Identifier (UBI) No. _____

Contractor's Employment Security Department No. _____

Contractor's Department of Revenue State Excise Tax Registration No. _____

M/W/DBE Certification No. (If Applicable) _____

DUNS No. _____

SIGNATURE OF AUTHORIZED OFFICIAL(S)

SIGNATURE

PRINTED NAME

SIGNATURE

PRINTED NAME

FIRM NAME _____

Address _____

Telephone No. (_____) _____

NOTE: Failure to acknowledge receipt of addenda or confirmed attendance at the pre-bid meeting may be considered as an irregularity in the Proposal.