



*Washington  
Department of*  
**FISH and  
WILDLIFE**

## **LUHR'S LANDING ACCESS PILE REMOVAL**

**DIRECTOR:**  
**KELLY SUSEWIND**

**PROGRAM DIRECTOR:**  
**TIMOTHY W. BURNS, P.E.**

**CHIEF ENGINEER:**  
**GLENN F. GERTH, P.E.**



**DATE:**  
**NOVEMBER 2021**

**PROJECT NO.**  
**TN:A559:2021-1**

**PROJECT MANAGER:**  
**KELLY L. SMITH**

### *WDFW Title VI Clause*

*It is the policy of Washington Department of Fish and Wildlife (WDFW) to provide equal access to its programs, services, activities, and facilities under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Architectural Barriers Act of 1968. WDFW is a recipient of state and federal financial assistance.*

*WDFW prohibits discrimination on the basis of race, color, religion, national origin, including language, sex, age, mental or physical disability, reprisal, sexual orientation, status as a parent, and genetic information.*

*If you believe you have been discriminated against, please contact the WDFW Title VI Manager, PO Box 43139, Olympia, WA 98504, or online at: <https://wdfw.wa.gov/accessibility/grievances> within 20 calendar days of the alleged incident to file a formal complaint, or you can file with the Washington State Human Rights Commission directly at: 1-800-233-3247, or you can write to: Chief, Public Civil Rights Division, Department of the Interior, 1849 C Street NW, Washington DC 20240.*

*Persons who need to receive this information in an alternative format, different language, or who need a reasonable accommodation to participate in WDFW sponsored public meetings, or other activities, may contact the Title VI Manager by phone at: (360) 902-2349, or TDD (711), or email [Title6@dfw.wa.gov](mailto:Title6@dfw.wa.gov).*

*If you need further assistance or information, please contact the Olympia office of the Washington Department of Fish and Wildlife: (360) 902-2464, or Telecommunications Device for the Deaf, TDD (711).*

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## DIVISION 0 – BID AND CONTRACT DOCUMENTS

### SECTION 00030 NOTICE TO CONTRACTORS

Sealed bids for the following Public Works Project will be received until 2:00 p.m. on November 9, 2021 at 600 Capitol Way North, MS: 43158, Olympia, Washington, and will be publicly opened and read.

Due to the safety and health of the public and employees WDFW CAMP is temporarily closing Bid Openings to public attendance. Bid opening results will be made public within 24 hours of opening.  
**Please Note: The Public will not be able to attend this bid opening.**

**PROJECT:**

Luhr's Landing Access Pile Removal

**NUMBER:**

TN:A559:2021-1

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Provide all labor, material, and equipment for the removal and disposal of creosote treated pilings and all other related debris at the Department's Luhr's Landing Access, located at 4849 D'Milluhr Dr. NE, Olympia, Washington, in Thurston County.

**Engineer's Estimate:** \$65,000.00

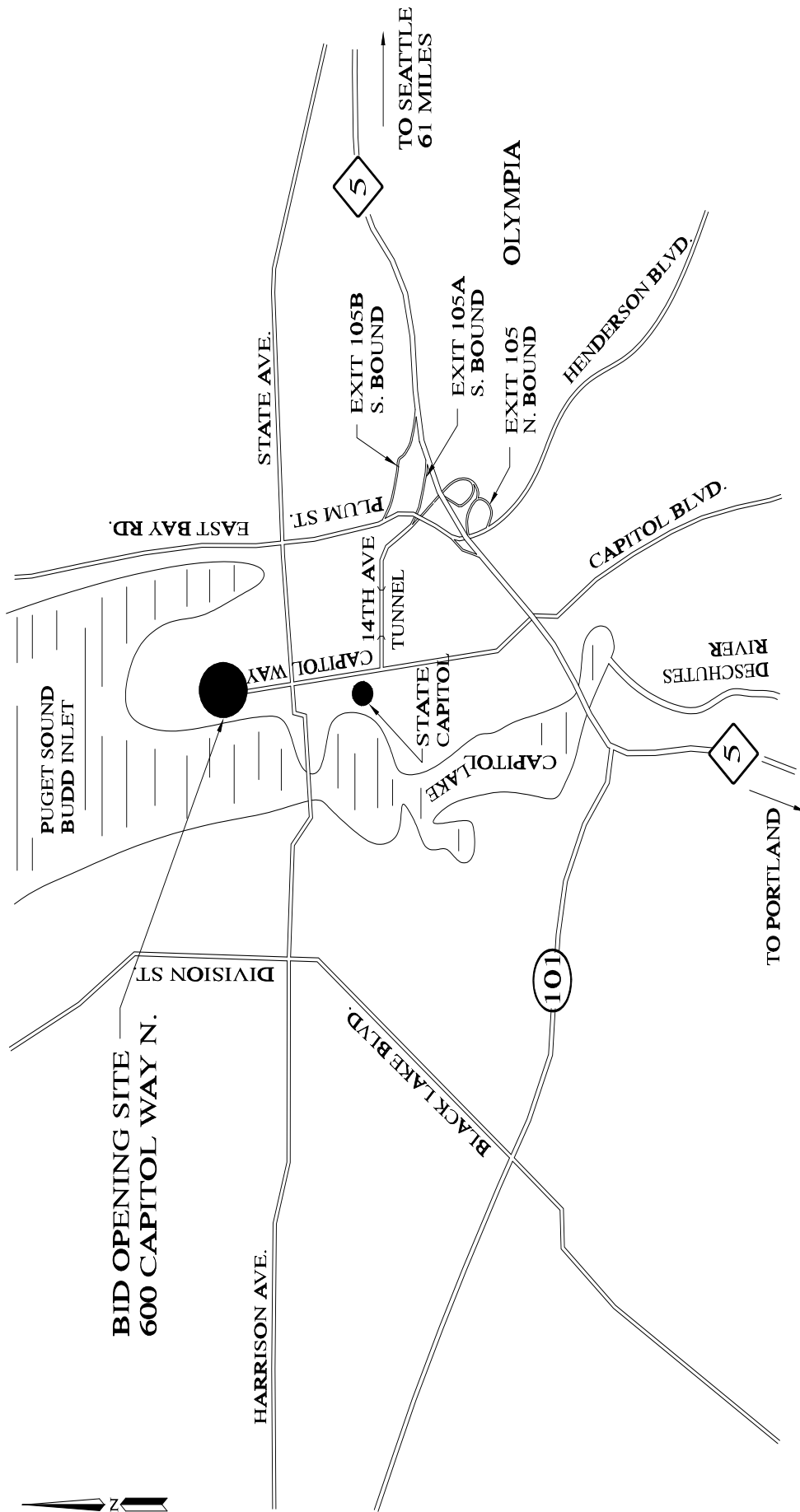
No pre-bid walkthrough is scheduled, **Contractors are strongly encouraged to independently visit the site.**

Plans, specifications, additional information, addenda and plan holders list for this project are available on-line through Builders Exchange of Washington, Inc. at <http://www.bxwa.com>. Click on "Posted Projects"; "Public Works", "Washington State Department of Fish and Wildlife", "Projects Bidding."

For information or technical questions regarding this project, email [camp.bids@dfw.wa.gov](mailto:camp.bids@dfw.wa.gov) with the project title and project number in subject line.

**Minority and Women's Business Enterprises (MWBE) are encouraged to participate in the bidding as prime contractors, subcontractors, or suppliers.**

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE  
Timothy Burns, Capital and Asset Management Program Director  
By  
Glenn F. Gerth, P.E., Chief Engineer  
Capital and Asset Management Program



**BID OPENING SITE**  
**600 CAPITOL WAY N.**  
**OLYMPIA, WA 98501-1091**

**STATE OF WASHINGTON**  
**DEPARTMENT OF FISH AND WILDLIFE**  
**DATE DRAWN: 04-10-95**      **SCALE: N.T.S.**

## DIVISION 0 – BID AND CONTRACT DOCUMENTS

### SECTION 00100 INSTRUCTIONS TO BIDDER

#### 00110 PREBID REQUIREMENTS

- A. Carefully examine all project documents.
- B. Be fully informed of all existing conditions and limitations, including any activities by City, County, State, Federal or private entities affecting access to the project.
- C. Include in the bid sufficient amount to cover all costs required by Bid Documents to complete the work, but not limited to applicable federal, state, and local taxes (except State Retail Sales Tax), insurance, bonding license(s), payment of prevailing wage rates, L&I filing fees, and all costs that may be necessary to complete the work.
- D. No Apprenticeship Participation requirements for projects estimated less than \$1,000,000.
- E. The project is not federally funded.

#### 00120 REQUIRED BID DOCUMENTS

**Failure to submit ALL PAGES of the following forms is sufficient cause to reject the bid.**

- A. **Bid Form**: The ENTIRE current Bid Form Section 00300 must be signed. Check for addenda at Builders Exchange of Washington, Inc. (<http://www.bxwa.com>) before submitting bid.
- B. **Standard Questionnaire for Qualification of Contractors Form**: Submit the completed form immediately following bid opening or submit with bid form.
- C. **Bid Bond**: For bids of \$35,000 or less, no bid guarantee is required. Bids greater than \$35,000 shall be accompanied by a certified check, cashier's check, or bid bond payable to the Treasurer of the State of Washington in an amount equal to at least five-percent of the bid as evidence of good faith and as a guarantee that, if awarded the Contract, the bidder will execute the Contract and give separate bond as required, see Section 00702.06.

#### 00130 BID FORMAT

- A. Each bid must be submitted on the current Bid Form, Section 00300 contained in these Bid Documents. Place your required bid documents into an envelope clearly marked on the outside with "BID ENCLOSED", the project name, and project number. Envelope shall clearly identify your Company's name and address as shown below.

Company Name Address City, State Zip	<b>BID ENCLOSED</b> PROJECT NAME PROJECT NUMBER BID OPENING
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- B. No oral, email, telephonic, faxed bids or modifications will be accepted or considered.

**00135 BID OPENING**

Bidders must submit their bid to the Washington Department of Fish and Wildlife, Capital and Asset Management Program, located at 600 Capitol Way North, MS: 43158, Olympia, Washington 98501-1091 before the bid submittal deadline for this solicitation. Sending your bid through the United States Postal Services (USPS) or United States Express Mail will not guarantee your bid will be received at the above location on time.

**PLEASE NOTE: As a state agency, USPS mail is routed through the State's Consolidated Mail Service with unpredictable delivery times. We encourage the following:**

- Hand delivery;
- Courier service;
- Allow sufficient amount of time;
- Third party (i.e. Federal Express, United Parcel Service) for overnight delivery;
- Clearly label the outside of your envelope using the format in Section 00130.

**00140 BID SUBMITTAL DEADLINE**

- A. Sealed bids for this project will be received by an authorized representative within the Washington Department of Fish and Wildlife, Capital and Asset Management Program located at 600 Capitol Way North, MS: 43158, Olympia, Washington, 98501-1091 until the time and date indicated on the current Bid Form, Section 00300. **Due to the safety and health of the public and employees, WDFW CAMP has temporarily closed Bid Openings to public attendance. Bid opening results will be made public within 24-hours of opening.**
- B. Bids submitted after deadline will not be accepted.

**00145 REASONABLE ACCOMMODATIONS**

- A. Persons with disabilities who need reasonable accommodations to participate in the bid openings are invited to contact Capital and Asset Management Program at (360) 902-8300 or [CAMP.Bids@dfw.wa.gov](mailto:CAMP.Bids@dfw.wa.gov). Reasonable accommodation requests should be received at least three business days prior to the bid opening to ensure availability.
- B. **Bid Results**: After bid opening, bidders may obtain bid results from Builders Exchange of Washington, Inc. at <http://bxwa.com> the next business day.

**00150 MANDATORY RESPONSIBILITY CRITERIA**

Before award of a public works contract, a bidder must meet the following mandatory responsibility criteria under RCW 39.04.350 (1) to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:

- A. At time of bid submittal, have a certificate of registration in compliance with Chapter 18.27 RCW;
- B. Have a current state Unified Business Identifier (UBI) number;

## DIVISION 0 – BID AND CONTRACT DOCUMENTS

- C. If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
- E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington State apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under Chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;
- F. Have received training on the requirements related to public works and prevailing wage under this chapter and Chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the Department of Labor and Industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The Department of Labor and Industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption; and  
  
Labor and Industries (LNI) Training Information Link:  
<https://www.lni.wa.gov/TradesLicensing/PrevWage/Contractors/Training.asp>
- G. Within the three-year period immediately preceding the date of the bid solicitation, not have been 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 to have willfully violated, as defined in RCW 49.48.082, and provision of Chapter 49.46, 49.48 or 49.52 RCW.
- H. Before award of a public works contract, a bidder shall submit to the contracting agency a signed statement in accordance with RCW 9A.72.085 verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement of subsection G above. A contracting agency may award a contract in reasonable reliance upon such a sworn statement.
- I. In addition to the mandatory responsibility criteria in this section, the state or municipality may adopt relevant supplemental criteria for determining bidder responsibility applicable to a particular project which the bidder must meet. See Section 00440.

### 00155 BASIS OF AWARD

The lowest responsive bid and responsible bidder is based upon the Base Bid. The Owner reserves the right to award the contract amount based on any or all of the bid items listed, to restrict the contract amount to the funds available, and to reject any or all bids for any reason whatsoever and waive informalities.

**00160 PERIOD OF ACCEPTANCE**

All bids may be held 45 calendar days from bid opening date. At the end of this period, the three lowest bids may be retained for 15 additional days, or as may be further extended by the Owner with the approval of the bidding companies.

**00170 PAYMENT AND PERFORMANCE BONDS**

- A. Base bids greater than \$150,000; Contractor shall provide separate Payment and Performance Bonds, each executed by Contractor and Contractor's Surety.
- B. Base bids \$150,000 or less, Contractor shall provide separate Payment and Performance Bonds, each executed by Contractor and Contractor's Surety, unless the Contractor agrees Owner may, in lieu of the bond(s), retain 10 percent of the Contract Sum for the period allowed by RCW 39.08.010.
- C. For additional information see Section 00702.04.

**00175 BUILDERS RISK INSURANCE**

Builders Risk Insurance is not required, see Section 00802.07.

**00180 INTERPRETATIONS**

For information or technical questions regarding this project email [CAMP.Bids@dfw.wa.gov](mailto:CAMP.Bids@dfw.wa.gov) with the project title and project number in subject line and address questions to the Project Manager. Questions resulting in changes to the scope or nature of the drawings, specifications, or bid documents will be answered by addendum/addenda reflective of the Owner's process.

The Owner will **NOT** answer questions received after 2:00 p.m. on November 4, 2021. All addenda issued are part of the bid documents. The Owner will not be responsible for any oral interpretations.

**00190 MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MWBE) PARTICIPATION**

Minority and Women's Business Enterprises (MWBE) are encouraged to participate in the bidding as prime contractors, subcontractors, or suppliers.

**00195 CONTRACT RESPONSIVENESS**

Contractor shall return all required contract documents and signed contract no later than 21 calendar days from date of Award Letter.

END OF SECTION 00100

## **DIVISION 0 – BID AND CONTRACT DOCUMENTS**

### **SECTION 00200 CONTRACTOR CHECKLIST**

#### **00230 PRIOR TO CONTRACT EXECUTION**

Submit the following to WDFW's Contract Administrator within 21 calendar days from the date of the Award Letter:

- A. Signed Public Works Contract Agreement.
- B. Performance and Payment Bonds Forms: Separate performance and payment bonds executed by Contractor and Contractor's Surety.
- C. Retainage in Lieu of Performance Bond Option on Contracts of \$150,000 or Less: If Contractor elects, Owner may retain ten percent of the Contract Sum in lieu of the Performance and Payment Bonds, see Section 00620.
- D. Retainage Options Form, see Section 00630.
- E. Certificate of Liability Insurance Form, see Section 00640.
- F. Statewide Payee Form, Form W-9, Request for Taxpayer ID Number and Certification: for General Contractors and Subcontractors.

#### **00235 PRIOR TO NOTICE TO PROCEED**

- A. Provide to the Project Manager:
  - 1. List of subcontractors and major suppliers of work and materials greater than \$2,500.
  - 2. Construction Schedule for approval, see Section 00703.2.
  - 3. Schedule of Values for approval, see Section 00650.
- B. Attend preconstruction conference.

#### **00240 SUBMIT WITH PAY REQUEST**

- A. First invoice: include Statement of Intent to Pay Prevailing Wage Rates for Contractor and all Subcontractors, filed and approved by the Department of Labor and Industries (L&I). Information regarding Prevailing Wages is found at the L&I website: <http://www.lni.wa.gov/TradesLicensing/PrevWage/IntentAffidavits/File/default.asp>.
- B. All invoices: include Verification of Monthly Payments to MWBEs, see Section 00660.
- C. For contract sums of \$1,000,000 or more include Statement of Apprentice/Journeyman Participation, see Section 00670.

**00250 DURING PROGRESS OF CONTRACT**

- A. Provide Submittals and Shop Drawings as required, see Section 01300.
- B. If work exceeds 30 calendar days, Contractor may request partial payment once per month. If work is 30 calendar days or less, Contractor requests payment when project is complete.

**00260 FOR SUBSTANTIAL COMPLETION**

- A. Owner/operator training completed.
- B. Submit Operation and Maintenance Manual draft to Owner, see Section 01730.
- C. Written Certificate of Occupancy received by Owner.
- D. Owner provides Contractor final punch list.
- E. Owner provides written Substantial Completion.

**00270 FOR FINAL COMPLETION**

- A. Contractor completes final punch list.
- B. Owner completes walkthrough and validates final punch list.
- C. Contractor submits final Operation and Maintenance Manuals to Owner, see Section 01730.
- D. Contractor submits Project Record to Owner if required in the contract.
- E. Contractor provides all signed permits to the Owner.
- F. Contractor provides all expressed warranties greater than one year to Owner.
- G. Owner issues Final Completion Letter to Contractor.
- H. Contractor submits final invoice after receipt of the Final Completion Certificate.
- I. Contractor submits Affidavit of Wages Paid to L&I.
- J. L&I approves the Affidavit of Wages Paid for Contractor and all Subcontractors working on the project.
- K. Owner submits a Notice of Completion Form to L&I, the Department of Revenue, and the Employment Security Department.
- L. Owner's Contract Administrator receives the notarized Contractor's Release of Claims Form.



**00280 FOR RETAINAGE TO BE RELEASED**

- A. Contract must not be in dispute.
- B. Owner processes final progress payment.
- C. Owner administers 60-day legal lien period.
- D. Owner's Contract Administrator receives releases from Department of Revenue, Employment Security Department, and Labor & Industries.

END OF SECTION 00200

**SECTION 00300  
BID FORM**

**Failure To Submit All Pages Of Bid Form Shall Be  
Sufficient Cause To Reject The Bid.**

**To:** Washington Department of Fish & Wildlife  
Chief Engineer  
600 Capitol Way North, MS: 43158  
Olympia, WA 98501-1091

**Project Title:** Luhr's Landing Access Pile Removal  
**Project No.:** TN:A559:2021-1  
**Bid Opening:** 2:00 p.m. November 9, 2021

**00310 BID**

Pursuant to and in compliance with the Bid Documents, the undersigned Bidder agrees to submit all bid form pages and perform the Work for the following Base Bid amount for the above referenced project:

<b>Lump Sum Items</b>	
<b>Bid Item 1:</b> Provide all labor, materials, equipment, and miscellaneous items necessary for the removal and proper disposal of approximately 7 creosote-treated piling and assorted debris to include bracing and bird houses.	\$

<b>Base Bid (Sum of bid items 1)</b>	\$
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**00320 BID FOR TRENCH EXCAVATION SAFETY SYSTEMS**

If the Contract Documents contain any work in which trench excavation will exceed a depth of four feet, all costs for adequate trench safety systems amount shall be included in base bid in compliance with RCW 39.04.180. The Bidder agrees to comply with all the relevant trench safety requirements of Chapter 49.17 RCW and WAC 296-155-66411.

If trench excavation safety provisions do not pertain to this project, enter "N/A" for the dollar amount. Failure to complete this requirement shall be sufficient cause to reject the bid.

<b>Trench Excavation Safety Systems</b>	\$
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**00330 CONTRACT COMPLETION TIME**

The bidder agrees to achieve Substantial Completion in 60 calendar days after date of Notice to Proceed and achieve Final Completion within 15 calendar days of Substantial Completion.

**00340 LIQUIDATED DAMAGES**

The undersigned agrees to pay the Owner as liquidated damages the sum of \$163.00 for each consecutive calendar day that is in default after the Contract Time. Liquidated damages shall be deducted from the Contract by Change Order.

**00350 MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE) UTILIZATION CERTIFICATION**

The bidder certifies they have, in good faith, afforded maximum opportunities to MWBEs, and if they are the successful bidder on this project, the following MWBE firms or approved substitutes shall be utilized on the project and compensated in the amounts shown. **If the bidder does not expect to utilize MWBE firms, enter "N.A." on line one below.**

Firm Name, Address and Federal I.D. #	Telephone Number	Type of Work	Certificate Number	MBE%	WBE%
1					
2					
<b>TOTALS</b>					

**00360 IDENTIFICATION OF SUBCONTRACTORS FOR PROJECTS GREATER THAN \$1,000,000**

Not Used.

**00370 CONTRACT EXECUTION**

- A. Contract Execution: If the Owner awards a contract based on this bid within 60 calendar days (unless otherwise negotiated) of the bid submission deadline, the Bidder agrees to execute a contract for the above work, for compensation computed from the above stated bid amounts, on the WDFW Public Works Contract Form.
- B. Bonds and Insurance: If Bidder fails to submit the documents listed in Section 00230, within 21 calendar days after date on the Award Letter, the Owner may revoke the award.
- C. Failure to Execute Contract: If the successful bidder, fails to submit the documents listed in Section 00230, the Owner may revoke the award. The bid guarantee may be retained by Owner as liquidated damages, not as penalty.

If a contract is not awarded within 60 calendar days (unless otherwise negotiated) after the bid submission deadline or Contractor fails to submit the documents listed in Section 00230, the certified or cashier's check submitted as the bid guarantee shall be returned to the bidder, or the Bid Bond shall become void.

**00380 DECLARATION**

- A. Familiarity with Bid Document and Site: The undersigned Bidder hereby certifies to have personally and carefully examined the Bid Documents issued for the above referenced project, the site where the Work is to be performed and the conditions affecting the Work.
- B. Proposal to Perform Work: The Bidder hereby proposes to furnish all labor, materials, equipment, and services and to perform all work which may be required to complete the Work within the time fixed and in strict accordance with the Contract Documents for the above-referenced project for the Base Bid indicated above. The bid prices cover all expenses of the Bidder, including but not limited to, overhead, profit, insurance, and bonding, to perform the Work in accordance with the Contract Documents.

- C. Non-Collusion: The Bidder affirms that the bid is a genuine and not a sham or collusive bid or made in the interest or on behalf of any person not therein named. The Bidder has not directly or indirectly induced or solicited any bidder on the work to put in a sham bid, or any other person or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder or bidders. The Bidder has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the preparation and submission of this bid to the Owner for the project described in the Bid Documents.
- D. Certification of Compliance with Wage Payment Statutes: The bidder hereby certifies that, within the 3 year period immediately preceding the bid solicitation date the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of Chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

**00390 ACKNOWLEDGEMENT**

I certify by signing the current Bid Form that all Addendum/Addenda, Contract Execution and Declarations have been acknowledged. Contractor shall review online bid documents at Builders Exchange of Washington, Inc. <http://www.bxwa.com> to ensure all information is considered in bid proposal.

Bidder's Business Name:		
Unified Business Number (UBI):	Contractor's License Number:	
Physical Business Street Address		
City:	State:	Zip Code:
Phone Number:		
Email Address:		
If the above address is not in Washington State, check ONE of the boxes below:		
<input type="checkbox"/> Physical office in WA: _____ <div style="display: flex; justify-content: space-around; width: 100%;"> <span>Street Address</span> <span>City</span> <span>Zip Code</span> </div>		
OR		
<input type="checkbox"/> State of incorporation or where business entity was formed, if not corporation: _____		

**OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:**

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":	
Signature of Authorized Official:	Date:
Print Name	Title

**Failure To Submit All Pages Of Bid Form Shall Be Sufficient Cause To Reject The Bid.**

END OF SECTION 00300

**SECTION 00400  
SUPPLEMENTS TO BID FORM**

**00420 QUALIFICATION QUESTIONNAIRE**

**A. Information and Instructions - Standard Questionnaire for Qualification of Contractors:**

1. Any person, firm, or corporation bidding on this project shall execute and submit with their bid a Standard Questionnaire for Qualification of Contractors Form. Failure to submit the completed form immediately following the bid opening may be sufficient cause to reject the bid.
2. The Chief Engineer will make the sole determination as to the adequacy of the experience and responsibility of the bidder.
3. All information furnished will be treated as confidential to the extent that such policy is compatible with the provisions of the general statutes affecting the conduct of public offices.

**B. Preparation of Standard Questionnaire for Qualification of Contractors Form:**

1. Bidder shall submit the Standard Questionnaire for Qualification of Contractors Form only in the exact name under which the bid is submitted. Answers and entries shall be specific and complete in detail.
2. Bidder shall verify that Representative or Project Manager Contact information is current and valid prior to submission.

**C. Joint Ventures: The bids of Joint Ventures will be accepted if qualification has been satisfactorily established by each of the firms bidding in the name of the Joint Venture.**

# DIVISION 0 – BID AND CONTRACT DOCUMENTS

## STANDARD QUESTIONNAIRE FOR QUALIFICATION OF CONTRACTORS

PROJECT NO. \_\_\_\_\_

Submitted by: \_\_\_\_\_  
Name Title

\_\_\_\_\_  
Street Address City State Zip ( ) Phone Number

\_\_\_\_\_  
Signature

### QUESTIONNAIRE

A. How many years has your organization been in business under your present business name?

\_\_\_\_\_

B. List three projects your organization has completed or has underway on this date reflecting the type of work for which you desire to qualify.

1.	Owner	Owner's Representative or PM	Representative or PM Phone Number
Project Name			Contract Amount
Class of Work Performed			
2.	Owner	Owner's Representative or PM	Representative or PM Phone Number
Project Name			Contract Amount
Class of Work Performed			
3.	Owner	Owner's Representative or PM	Representative or PM Phone Number
Project Name			Contract Amount
Class of Work Performed			

C. Has your organization ever failed to complete a construction contract?

☐ YES      ☐ NO

If Yes, state reason why:

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---

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**00440 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA**

- A. Criteria: In addition to the bidder responsibility criteria described in Section 00150, Bidder Responsibility, the bidder must also meet the following relevant supplemental bidder responsibility criteria applicable to the project:

Since 2005, shall have conducted at least 3 projects as the contractor with a contract cost over \$65,000 which involved creosote pile removal and disposal using the vibratory hammer, direct pull, and/or diver assisted methods.

Validate that within the last 5 years the contractor performing the work has not been cited with or notified of infractions or penalties from agencies such as Washington State Department of Labor & Industries, Occupational Safety and Health Administration (OSHA), etc.

- B. Documentation: As evidence that the bidder meets the bidder responsibility criteria in paragraph A above, the apparent low bidder submitting a responsive bid must submit the following documentation to the Owner within two business days of being notified as successful low bidder. The Owner reserves the right to request such documentation from other bidders also. The Bidder shall submit a list of projects that meet the criterion listed in paragraph A. The information about each project shall include the following:

1. Owner's name and contact information for the owner's representative;
2. Awarded contract amount;
3. Final contract amount;
4. A description of the scope of the project and how the project is similar to this project;
5. The Bidder's assessment of its performance of each project, including but not limited to the following:
  - a. Quality of project and quality control;
  - b. Management of safety and safety record;
  - c. Timeliness of performance;
  - d. Use of skilled personnel;
  - e. Management of subcontractors;



## **DIVISION 0 – BID AND CONTRACT DOCUMENTS**

- f. Availability of and use of appropriate equipment;
  - g. Compliance with contract documents;
  - h. Management of schedule, submittals process, and change orders, and close-out.
- C. Appeal: If the Owner determines the bidder does not meet the bidder responsibility criteria in paragraph A above and is therefore not a responsible bidder, the Owner shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with this determination, the bidder may appeal the determination within 24 hours of receipt of the Owner's determination by presenting additional information to the Owner. The Owner will consider the additional information before issuing its final determination. If the final determination affirms that the bidder is not responsible, the Owner will not execute a contract with any other bidder until two business days after the bidder determined to be not responsible has received the final determination.

END OF SECTION 00400



## SECTION 00500

## PUBLIC WORKS CONTRACT

TITLE: [REDACTED]

CONTRACT NUMBER: [REDACTED]

CONTRACTOR: [REDACTED]

ENGINEERING #: [REDACTED]

CONTRACT AMOUNT: [REDACTED]

MASTER INDEX: [REDACTED]

TYPE: Payable / Engineering / Public Works

PROJECT MANAGER: [REDACTED]

CONTRACT PERIOD: [REDACTED]

**A. PARTIES TO THIS CONTRACT**

This Contract is entered into under the authority of Chapter 39.04 of the Revised Code of Washington (RCW) between the Washington State Department of Fish and Wildlife (WDFW), 600 Capitol Way North, Olympia, WA 98501-1091; and (Contractor), Company Address, Company City, Company State, Company Postal Code; and shall be binding upon the agents and all persons acting by or through the parties.

**B. PURPOSE OF CONTRACT**

The Contractor shall provide those goods and /or services in accordance with and as described in the plans and drawings designated as "State of Washington Department of Fish & Wildlife Engineer Number XX:XX:XXXX together with the Contractor's bid opened at 2:00 P.M. Pacific Time on XX/XX/XXXX; and in full compliance with terms, conditions and stipulations of the General Conditions of the Contract, Release of Claims, the Special Conditions of the contract and material, Rights-of-Way and Easements (other than those provided by the State), licenses, permits, for this contract, now referred to and by this reference incorporated herein and made a part hereof as fully, for all purposes as if here set forth at length.

**C. DESCRIPTION OF PROJECT**

The Contractor shall perform the project as described in Attachments, which are incorporated herein by this reference:

Attachment "A" Specifications and Drawings (WDFW Engineer Number: XX/XXXX/XXXX)

**D. PERIOD OF PERFORMANCE**

The Contractor shall begin work as stated in the Notice to Proceed letter from WDFW; and shall complete all work under this contract not later than **DATE**. No expenditures made before or after this period are eligible for reimbursement unless incorporated by written amendment into this Contract. The Contract may be terminated or the performance period extended pursuant to terms set forth in Attachment "A."

WDFW may suspend the work of the Contractor due to weather or other needs of WDFW. The Contractor shall suspend all work on the contract upon the receipt of a Notice to Suspend from WDFW; and shall not re-commence work until a Notice to Resume Work is received from WDFW.

**E. COMPENSATION / PAYMENT**

WDFW hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above-described work, and to complete and finish the same according to the plans designated, and the attached specifications and the terms and conditions herein contained, and hereby contracts to pay for the same in the manner set out in the specifications the sum of **\$00.00** plus applicable Washington State sales tax at the time and upon the conditions provided for in this contract and every part thereof.

## DIVISION 0 – BID AND CONTRACT DOCUMENTS

That WDFW further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and any force account work that may be ordered, if the construction or labor required by such changes or force work is to be executed during the period specified herein for the completion of the work under this contract, and to pay for the same under the terms of this contract. Except as otherwise provided in Section 00707 of Attachment "A" of the contract, no alteration or modification of any of the terms, conditions, price, quality, quantity or specifications of this contract will be effective if not in writing and signed by WDFW.

The Contractor is required to be registered in the Statewide Vendor Payment System prior to submitting a request for payment under this contract. The Washington State Office of Financial Management (OFM) maintains the Statewide Vendor Payment System; to obtain registration materials, forms are available on the OFM payee registration [website](#) or contact the Statewide Payee Help Desk at [HereToHelp@ofm.wa.gov](mailto:HereToHelp@ofm.wa.gov) (360) 407.9100.

### **F. RIGHTS AND OBLIGATIONS**

All rights and obligations of the parties of this Contract are subject to this Contract, including the Attachments, which are incorporated herein by this reference. By signing this Contract the Contractor acknowledges that they have read, fully understand, and agree to be bound by all terms and conditions set forth in this Contract.

### **G. ORDER OF PRECEDENCE**

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

Applicable Federal and State of Washington statutes and regulations;  
Special Terms and Conditions as contained in this basic contract instrument;  
Attachment "A" Specifications and Drawings (WDFW Engineer Number: XX/XXXX/XX); and  
Any other provision, term or material incorporated herein by reference or otherwise incorporated.

### **H. CONTRACT REPRESENTATIVES**

The below named representatives for each of the parties shall be the contact people for all communications and billings regarding the performance of this Contract. All written communications regarding this Contract shall be sent to the designated representatives at the addresses below unless notified in writing of any change.

#### **Contractor's Representative**

Name:   
Company Name:   
Address:   
Office Phone:   
Email:

#### **WDFW's Representative**

Project Manager:   
Capital and Asset Management Program  
PO Box 43158  
Olympia, WA 98504-3158  
(360) 902-8300  
Email:

### **I. ENTIRE CONTRACT**

This Contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this Contract shall exist or bind any of the parties.

### **J. APPROVAL**

This contract shall be subject to the written approval of WDFW'S authorized representative and shall not be binding until so approved. This Contract may be altered, amended, or waived only by a written amendment executed by both parties.

**DIVISION 0 – BID AND CONTRACT DOCUMENTS**

IN WITNESS WHERE, WDFW and the Contractor have signed this contract.

**CONTRACTOR NAME**

**WASHINGTON DEPARTMENT OF FISH AND WILDLIFE**

\_\_\_\_\_  
**Signature and Date**

\_\_\_\_\_  
**Signature and Date**

\_\_\_\_\_  
**Printed Name and Title**

**Timothy W. Burns, PE**  
**Program Director**  
**Capital and Asset Management Program**

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 12/19/2014

DIVISION 0 – BID AND CONTRACT DOCUMENTS

SECTION 00600

00620 RETAINAGE IN LIEU OF PERFORMANCE BOND OPTION ON CONTRACTS  
OF \$150,000 OR LESS



Contract No. \_\_\_\_\_

Project Name: \_\_\_\_\_

Agency: DEPARTMENT OF FISH AND WILDLIFE \_\_\_\_\_

Contractor: \_\_\_\_\_

Pursuant to *RCW 39.08.010* you are permitted to exercise your option, IN WRITING, on whether to provide a performance bond, or in lieu of bond to have retention increased to 10 percent. You are therefore requested to complete and return this form prior to receiving the *Notice to Proceed*.

**OPTION 1:**

Provide a performance bond in accordance with *SECTION 00702.04* of the *GENERAL CONDITIONS*.

I request Option #1 \_\_\_\_\_

**OPTION 2:**

Retain 10 percent of the contract payments in lieu of providing a performance bond in accordance with *SECTION 00702.04* of the *GENERAL CONDITIONS*.

I request Option #2 \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





00640

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

STATE OF WASHINGTON  
00650 SCHEDULE OF VALUES

CERTIFICATE FOR PAYMENT. For period from: date to date  
Contract for: project title Date: 01/00/00  
Location: project location Certificate No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Original Contract Amount: \$0.00  
Net change in Contract Amount to Date: \$0.00  
Adjusted Contract amount \$0.00

ITEM NO.	SCHEDULE OF VALUES DETAIL	ESTIMATED VALUE	AMOUNT EARNED	%	PREVIOUSLY CLAIMED	THIS INVOICE
1		\$0.00	\$0.00	####	\$0.00	\$0.00
2		\$0.00	\$0.00	####	\$0.00	\$0.00
3		\$0.00	\$0.00	####	\$0.00	\$0.00
4		\$0.00	\$0.00	####	\$0.00	\$0.00
5		\$0.00	\$0.00	####	\$0.00	\$0.00
6		\$0.00	\$0.00	####	\$0.00	\$0.00
7		\$0.00	\$0.00	####	\$0.00	\$0.00
8		\$0.00	\$0.00	####	\$0.00	\$0.00
9		\$0.00	\$0.00	####	\$0.00	\$0.00
10		\$0.00	\$0.00	####	\$0.00	\$0.00
11		\$0.00	\$0.00	####	\$0.00	\$0.00
12		\$0.00	\$0.00	####	\$0.00	\$0.00
13		\$0.00	\$0.00	####	\$0.00	\$0.00
14		\$0.00	\$0.00	####	\$0.00	\$0.00
15		\$0.00	\$0.00	####	\$0.00	\$0.00
16		\$0.00	\$0.00	####	\$0.00	\$0.00
17		\$0.00	\$0.00	####	\$0.00	\$0.00
18		\$0.00	\$0.00	####	\$0.00	\$0.00
19	Change Orders:					
20	1.	\$0.00	\$0.00	####	\$0.00	\$0.00
21	2.	\$0.00	\$0.00	####	\$0.00	\$0.00
22	3.	\$0.00	\$0.00	####	\$0.00	\$0.00
23	4.	\$0.00	\$0.00	####	\$0.00	\$0.00
24	5.	\$0.00	\$0.00	####	\$0.00	\$0.00
25	6.	\$0.00	\$0.00	####	\$0.00	\$0.00
26	7.	\$0.00	\$0.00	####	\$0.00	\$0.00
27	8.	\$0.00	\$0.00	####	\$0.00	\$0.00
28	6.	\$0.00	\$0.00	####	\$0.00	\$0.00
SUBTOTAL		\$0.00	\$0.00	####	\$0.00	\$0.00
TAX 0.00% SALES TAX		\$0.00	\$0.00		\$0.00	\$0.00
TOTAL		\$0.00	\$0.00		\$0.00	\$0.00
Less Retainage.. 5%			\$0.00		\$0.00	\$0.00
NET			\$0.00		\$0.00	\$0.00
Less Previous Payments....			\$0.00			
Additional Tax 0.00%		\$0.00			\$0.00	
AMOUNT DUE THIS ESTIMATE			\$0.00			\$0.00

check  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00

This is to certify that the contractor, having complied with the terms and conditions of the above mentioned contract, is due and payable from the State of Washington, the amount set after "AMOUNT DUE THIS ESTIMATE."

By 0 (Contracting Firm) By \_\_\_\_\_ (Architect or Engineer)  
SIGN IN INK SIGN AND DATE





00660 VERIFICATION OF MONTHLY PAYMENTS TO MWBES

State of Washington Department of Fish and Wildlife, 600 Capitol Way North, Olympia, Washington, 98501-1091, (360) 902-8300

Project No \_\_\_\_\_ Project Title \_\_\_\_\_ Sheet \_\_\_\_\_ of \_\_\_\_\_

Contractor \_\_\_\_\_ Payment # \_\_\_\_\_

Federal Tax Identification #	Contractor/Supplier	WBE or MBE	Nature of Work or Type of Supplies	Bid Total Utilization Dollars	Amount Paid This Month	Amount Paid to Date

CONTRACTOR: \_\_\_\_\_

Authorized Signature

DATE: \_\_\_\_\_

## Washington Department of Fish and Wildlife

## STATEMENT OF APPRENTICE/JOURNEYMAN PARTICIPATION

Firm Name, Address, City, State & ZIP+4	Project Name (Title)	Contract No.
	Contract Award Amount: \$	Notice to Proceed Date
Reporting Period from: to		Required Apprenticeship Percentage: 15%

## APPRENTICE SUMMARY

Apprentice Name	Craft or Trade	Apprentice Registration Number	Name of Contractor or Sub-Contractor	Apprentice	
				Total Number	Hours Worked

## JOURNEYMEN SUMMARY

Journeyman Name	Craft or Trade	Journeyman Registration Number	Name of Contractor or Sub-Contractor	Journeyman	
				Total Number	Hours Worked

Apprentice total hours worked this period:	0									
Journeyman total hours worked this period:	0									
	<table border="1"> <tr> <td>Previous Total</td> <td>New Total</td> <td>Percentage</td> </tr> <tr> <td>Cumulative Apprentice hour Total brought forward from last reporting period: previous total</td> <td></td> <td></td> </tr> <tr> <td>Cumulative Journeyman hour Total brought forward from last reporting period: previous total</td> <td></td> <td></td> </tr> </table>	Previous Total	New Total	Percentage	Cumulative Apprentice hour Total brought forward from last reporting period: previous total			Cumulative Journeyman hour Total brought forward from last reporting period: previous total		
Previous Total	New Total	Percentage								
Cumulative Apprentice hour Total brought forward from last reporting period: previous total										
Cumulative Journeyman hour Total brought forward from last reporting period: previous total										

I, the undersigned, do hereby certify under penalty of perjury that the items listed herein represent the proper hourly totals for Apprenticeship/Journeyman participation during this reporting period.

Printed Name:	Signature:	Date:	Title:
---------------	------------	-------	--------

DES Labor Form 100412

END OF SECTION 00600

**DIVISION 0 – GENERAL CONDITIONS****SECTION 00700  
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\$1,000,000

**PART 1 - 00701.00 DEFINITIONS**

**00701.01 DEFINITIONS**

- A. Application for Payment: A written request submitted by Contractor to A/E for payment of Work completed, in accordance with the Contract Documents and approved Schedule of Values, supported by such substantiating data as Owner or A/E may require.
- B. Architect, Owner, or A/E: A person or entity lawfully entitled to practice architecture or engineering, representing Owner within the limits of its delegated authority.
- C. Change Order: A written instrument signed by Owner and Contractor stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any; and (3) the extent of the adjustment in the Contract Time, if any.
- D. Claim: Contractor's exclusive remedy for resolving disputes with Owner regarding the terms of a Change Order or a request for equitable adjustment, as more fully set forth in *SECTION 00708 - CLAIMS AND DISPUTE RESOLUTION*.
- E. Contract Documents: The Advertisement for Bids, Instructions to Bidders, completed Form of Proposal, *GENERAL CONDITIONS*, Modifications to the *GENERAL CONDITIONS*, *SUPPLEMENTAL CONDITIONS*, Public Works Contract, other Special Forms, Drawings and Specifications, and all addenda and modifications thereof.
- F. Contract Sum: The total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents.
- G. Contract Time: The number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- H. Contractor: The person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- I. Drawings: The graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, and may include plans, elevations, sections, details, schedules, and diagrams.
- J. Final Acceptance: The written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents.
- K. Final Completion: The Work is fully and finally completed in accordance with the Contract Documents.

## DIVISION 0 – GENERAL CONDITIONS

- L. Force Majeure: Those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in *SECTION 00703.05A*.
- M. Notice: A written notice that has been delivered in person to the individual or a member of the firm or entity, or to an officer of the corporation for which it was intended, or, if delivered or sent by registered or certified mail, to the last business address known to the party giving notice.
- N. Notice to Proceed: A notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- O. Owner: The state agency, institution, or its authorized representative with the authority to enter into, administer, and/or terminate the Work in accordance with the Contract Documents and make related determinations and findings.
- P. Person: A corporation, partnership, business association of any kind, trust, company, or individual.
- Q. Prior Occupancy: Owner's use of all or parts of the Project before Substantial Completion.
- R. Construction Schedule: A schedule of the Work, in a form satisfactory to Owner, as further set forth in *SECTION 00703.02*.
- S. Project: The total construction of which the Work performed in accordance with the Contract Documents may be the whole or a part and which may include construction by Owner or by separate contractors.
- T. Project Manual: The volume usually assembled for the Work, which may include documents such as the bidding requirements, sample forms, and other Contract Documents.
- U. Project Record: The separate set of Drawings and Specifications as further set forth in *SECTION 00704.02A*.
- V. Schedule of Values: A written breakdown allocating the total Contract Sum to each principle category of Work, in such detail as requested by Owner.
- W. Specifications: That portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work, and performance of related services.
- X. Subcontract: A contract entered between the Contractor and a Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for, or in connection with, the Work.
- Y. Subcontractor: Any person other than the Contractor who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
- Z. Substantial Completion: That stage in the progress of the Work where Owner has full and unrestricted use and benefit of the facilities for the purposes intended, as more fully set forth in *SECTION 00706.07*.

## DIVISION 0 – GENERAL CONDITIONS

- AA. Work: The construction and services required by the Contract Documents, and includes, but is not limited to, labor, materials, supplies, equipment, services, permits, and the manufacture and fabrication of components, performed, furnished, or provided in accordance with the Contract Documents.

### 00701.02 ORDER OF PRECEDENCE

Any conflict or inconsistency in the Contract Documents shall be resolved by giving the documents precedence in the following order:

- A. Signed Public Works Contract, including any Change Orders and any Special Forms
- B. *SUPPLEMENTAL CONDITIONS*
- C. *GENERAL CONDITIONS*
- D. Specifications: Provisions in *DIVISION 1* shall take precedence over provision of any other division.
- E. Drawings: In case of conflict within the Drawings, large-scale drawings (24" x 36" shall take precedence over reduced scale drawings.
- F. Signed and Completed *Bid Form*
- G. Instructions to Bidder
- H. Notice to Contractor

### 00701.03 EXECUTION AND INTENT

Contractor makes the following representations to Owner:

- A. The Contract Sum is reasonable compensation for the Work and the Contract Time is adequate for the performance of the Work, as represented by the Contract Documents.
- B. Contractor has carefully reviewed the Contract Documents, visited and examined the Project site, become familiar with the local conditions in which the Work is to be performed, and satisfied itself as to the nature, location, character, quality and quantity of the Work, labor, materials, equipment, goods, supplies, services, and other items to be furnished and all other requirements of the Contract Documents, as well as the surface and subsurface conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof.
- C. Contractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work and perform Contractor's obligations required by the Contract Documents.
- D. Contractor is able to furnish the plants; tools, materials, supplies, equipment, and labor required to complete the Work and perform the obligations required by the Contract Documents and have sufficient experience and competence to do so.

**PART 2 - 00702.00 INSURANCE AND BONDS**

**00702.01 CONTRACTOR'S LIABILITY INSURANCE**

Prior to commencement of the Work, Contractor shall obtain all the insurance required by the Contract Documents and provide evidence satisfactory to Owner that such insurance has been procured. Review of the Contractor's insurance by Owner shall not relieve or decrease the liability of Contractor. Companies writing the insurance to be obtained by this section shall be licensed to do business under *Chapter 48 RCW* or comply with the *Surplus Lines Law* of the State of Washington. Contractor shall include in its bid the cost of all insurance and bonds required to complete the base bid work and accepted alternates. Insurance carriers providing insurance in accordance with the Contract Documents shall be rated "B+" or better by A.M. Best and ratings shall be indicated on the insurance certificates.

- A. Contractor shall maintain the following insurance coverage during the Work and for 1 year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by *SECTION 00705.16*.
  - 1. General liability on the *ISO 1986 New Occurrence Form* or its equivalent, which will include:
    - a. Completed operations/products liability
    - b. Explosion, collapse, and underground
    - c. Employer's liability coverage
  - 2. Automobile liability
- B. Contractor shall comply with the *Washington State Industrial Insurance Act*, and, if applicable, the *Federal Longshoremen's and Harbor Workers' Act*, and the *Jones Act*.
- C. All insurance coverages shall protect against claims for damages for personal and bodily injury or death, as well as claims for property damage, which may arise from operations in connection with the Work whether such operations are by Contractor or any Subcontractor.
- D. All insurance coverages shall be endorsed to include Owner as an additional named insured for Work performed in accordance with the Contract Documents, and all insurance certificates shall evidence the Owner as an additional insured.

**00702.02 COVERAGE LIMITS**

- A. Required Insurance Coverages:
  - 1. For a contract less than \$100,000.00, the coverage required is:
    - a. Comprehensive General Liability Insurance – The Contractor shall at all times during the term of this contract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death or property damage occurring or arising out of services provided under this contract.

## DIVISION 0 – GENERAL CONDITIONS

This insurance shall cover claims caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased as deemed necessary by the contracting parties, shall be:

Each Occurrence	\$1,000,000.00
General Aggregate Limits (other than products – commercial operations)	\$1,000,000.00
Products – Commercial Operations Limited	\$1,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expenses Limit (any one person)	\$5,000.00

- b. If the contract is for underground utility work the Contractor shall provide proof of insurance for that above in the form of Explosion, Collapse and Underground (XCU) coverage.
  - c. Employers Liability on an occurrence basis in an amount not less than \$1,000,000.00 per occurrence.
2. For contracts over \$100,000.00 but less than \$5,000,000.00 the Contractor shall obtain the coverage limits as listed for contracts below \$100,000.00 and General Aggregate and Products – Commercial Operations Limit of not less than \$2,000,000.00.
  3. Coverage for Comprehensive General Bodily Injury Liability Insurance for a contract over \$5,000,000.00 is:

Each Occurrence	\$2,000,000.00
General Aggregate Limits (other than products – commercial operations)	\$4,000,000.00
Products – Commercial Operations Limited	\$4,000,000.00
Personal and Advertising Injury Limit	\$2,000,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expenses Limit (any one person)	\$5,000.00

4. For all Contracts – Automobile Liability; in the event that services delivered pursuant to this contract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Contractor owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 “owned autos only” must be secured. If Contractor employee’s vehicles are used, the Contractor must also include under the Business Automobile Policy Code 9, coverage for non-owned autos. The minimum limits for automobile liability is: \$1,000,000.00 per occurrence, using a combined single limit for bodily injury and property damage.



## DIVISION 0 – GENERAL CONDITIONS

5. For contracts for Hazardous Substance Removal (Asbestos Abatement, PCB Abatement, etc.)

- a. In addition to providing insurance coverage for the project as outlined above, the Contractor shall provide Pollution Liability insurance for the hazardous substance removal as follows:

<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>
\$500,000.00	1,000,000.00

Or \$1,000,000.00 each occurrence/aggregate bodily injury and property damage combined single limit.

- 1) Insurance certificate must state that the insurer is covering hazardous substance removal.
- 2) Should this insurance be secured on a “claims made” basis, the coverage must be continuously maintained for 1 year following the project’s “final completion” through official completion of the project, plus 1 year following.

For contracts where hazardous substance removal is a subcomponent of contracted work, the general contractor shall provide to the Owner a certificate of insurance for coverage as defined in 5a above. The State of Washington must be listed as an additional insured. This certificate of insurance must be provided to the Owner prior to commencing work.

### 00702.03 INSURANCE COVERAGE CERTIFICATES

- A. Prior to the commencement of the Work, Contractor shall furnish acceptable proof of insurance on the State of Washington Certificate of Insurance Form SF500A, as well as copies of insurance policies.
- B. All insurance certificates shall name Owner's Project number and Project title.
- C. All insurance certificates shall specifically require 45 days prior notice to Owner of cancellation or any material change, except 30 days for surplus line insurance.

### 702.04.1 PAYMENT AND PERFORMANCE BONDS

- A. Contractor shall provide separate performance and payment bonds, each executed by the Contractor and the Contractor’s Surety.
- B. Option: Contract sums of \$150,000 or less, Owner will not require performance and payments bonds; if Contractor agrees Owner may, in lieu of the bond, retain 10 percent of the Contract Sum.

**00702.05 ADDITIONAL BOND SECURITY**

Contractor shall promptly furnish additional security required to protect Owner and persons supplying labor or materials required by the Contract Documents if:

- A. Owner has a reasonable objection to the surety; or
- B. Any surety fails to furnish reports on its financial condition if requested by Owner.

**00702.06 BID BOND OR PROPOSAL GUARANTEE**

- A. For bids of \$35,000 or less, no bid bond is required. Bids greater than \$35,000 shall be accompanied by a certified check, cashier's check, or bid bond payable to the Treasurer of the State of Washington in an amount equal to at least 5 percent of the bid as evidence of good faith and as a guarantee that, if awarded the Contract, the bidder will execute the Contract and give Performance Bond as required. All proposal guarantees may be held a maximum of 30 calendar days, and the 3 lowest bids may be held 45 calendar days from the date of the bid opening. At the end of the 30 calendar day period, all proposal guarantees, except those accompanying the 3 lowest bids, will be returned to the respective bidders. After the Contract and bonds have been executed, the remaining 3 proposal guarantees will be returned to their respective bidders.
- B. Only a cashier's check or certified check will be accepted in lieu of a bid bond. State statute requires deposit of negotiable receipts at the time of receipt. The bidder should be prepared to accept an additional 60 to 90 day delay in obtaining repayment from the State Treasurer.
- C. Fiscal procedures in preparing repayment are time consuming, and result in the requirement for additional time. Failure to comply with this section will cause bid to be considered nonresponsive.

**00702.07 BUILDER'S RISK**

- A. Contractor shall purchase and maintain property insurance in the amount of the Contract Sum including all Change Orders for the Work on a replacement cost basis until Final Completion. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear.
- B. Contractor property insurance shall be placed on an "all risk" basis and insure against the perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for A/Es' services and expenses required as a result of an insured loss.

- C. Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/Es' sub consultants, separate contractors described in *SECTION 00705.20*, if any, and any of their subcontractors, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**PART 3 - 00703.00 TIME AND SCHEDULE**

**00703.01 PROGRESS AND COMPLETION**

Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within a reasonable period thereafter.

**00703.02 CONSTRUCTION SCHEDULE**

- A. The Contractor shall, at the Preconstruction Conference and prior to Notice to Proceed, submit a Construction Schedule showing the sequence in which the Contractor proposes to perform the work, including dates on which the contractor plans to start and finish major portions of the work, dates for submitting shop drawings and other submittals, and dates for acquisition of materials and equipment.
- B. The Construction Schedule shall be in the form of a bar chart, or a critical path method analysis, as specified by Owner. The preliminary Construction Schedule may be general, showing the major portions of the Work, with more specific Construction Schedules in subsequent months as directed by Owner.
- C. Owner shall return comments on the preliminary Construction Schedule to Contractor within 14 days of receipt. Review by Owner of Contractor's schedule does not constitute an approval or acceptance of Contractor's construction means, methods, or sequencing, or its ability to complete the Work within the Contract Time. Contractor shall revise and resubmit its schedule, as necessary. Owner may withhold progress payments until a Construction Schedule has been submitted that meets the requirements of this section.
- D. Contractor shall utilize and comply with the Construction Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Construction Schedule at its own expense to Owner indicating actual progress. If, in the opinion of the Owner, Contractor is not in conformance with the Construction Schedule for reasons other than acts of *force majeure* as identified in *SECTION 00703.05*, Contractor shall take such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Construction Schedule, or revise the Construction Schedule to reconcile with the actual progress of the Work.

## **DIVISION 0 – GENERAL CONDITIONS**

- E. Contractor shall promptly notify Owner in writing of any actual or anticipated event that is delaying or could delay achievement of any milestone or performance of any critical path activity of the Work. Contractor shall indicate the expected duration of the delay, the anticipated effect of the delay on the Construction Schedule, and the action being or to be taken to correct the problem. Provision of such notice does not relieve Contractor of its obligation to complete the Work within the Contract Time.
- F. The Contractor shall notify the Owner or Owner at least 2 weeks in advance if work is to be performed on a Saturday, Sunday, and/or state holiday.
- G. No excavation work, as defined by *SECTION 00705.09*, will be allowed on Saturdays, Sundays and/or state holidays unless specifically authorized by the Owner.

### **00703.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE**

- A. Owner may, at its sole discretion, order the Contractor in writing to suspend all or any part of the Work for up to 90 days, or for such longer period as mutually agreed.
- B. Upon receipt of a written notice suspending the Work, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of cost of performance directly attributable to such suspension. Within a period up to 90 days after the notice is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, Owner shall either:
  - 1. Cancel the written notice suspending the Work; or
  - 2. Terminate the Work covered by the notice as provided in the termination provisions of *SECTION 00709.00*.
- C. If a written notice suspending the Work is canceled or the period of the notice or any extension thereof expires, Contractor shall resume the Work.
- D. Contractor shall be entitled to an equitable adjustment in the Contract Time, or Contract Sum, or both, for increases in the time or cost of performance directly attributable to such suspension, provided Contractor complies with all requirements set forth in *SECTION 00707.00*.

### **00703.04 OWNER'S RIGHT TO STOP THE WORK FOR CAUSE**

- A. If Contractor fails or refuses to perform its obligations in accordance with the Contract Documents, Owner may order the Contractor in writing to stop the Work, or any portion thereof, until satisfactory corrective action has been taken.
- B. Contractor shall not be entitled to an equitable adjustment in the Contract Time or Contract Sum for any increased cost or time of performance attributable to Contractor's failure or refusal to perform or from any reasonable remedial action taken by Owner based upon such failure.

**00703.05 DELAY**

- A. Any delay in or failure of performance by Owner or Contractor, other than the payment of money, shall not constitute a default hereunder if and to the extent the cause for such delay or failure of performance was unforeseeable and beyond the control of the party (*force majeure*). Acts of *force majeure* include, but are not limited to:
1. Acts of God or the public enemy
  2. Acts or omissions of any government entity
  3. Fire or other casualty for which Contractor is not responsible
  4. Quarantine or epidemic
  5. Strike or defensive lockout
  6. Unusually severe weather conditions that could not have been reasonably anticipated
  7. Unusual delay in receipt of supplies or products which were ordered and expedited and for which no substitute reasonably acceptable to Owner was available.
- B. Contractor shall be entitled to an equitable adjustment in the Contract Time for changes in the time of performance directly attributable to an act of *force majeure*, provided it makes a request for equitable adjustment according to *SECTION 00707.03*. Contractor shall not be entitled to an adjustment in the Contract Sum resulting from an act of *force majeure*.
- C. Contractor shall be entitled to an equitable adjustment in Contract Time, and may be entitled to an equitable adjustment in Contract Sum, if the cost or time of Contractor's performance is changed due to the fault or negligence of Owner, provided the Contractor makes a request according to *SECTIONS 00707.02* and *00707.03*.
- D. Contractor shall not be entitled to an adjustment in Contract Time or in the Contract Sum for any delay or failure of performance to the extent such delay or failure was caused by Contractor or anyone for whose acts Contractor is responsible.
- E. To the extent any delay or failure of performance was concurrently caused by the Owner and Contractor, Contractor shall be entitled to an adjustment in the Contract Time for that portion of the delay or failure of performance that was concurrently caused, provided it makes a request for equitable adjustment according to *SECTION 00707.03*, but shall not be entitled to an adjustment in Contract Sum.
- F. Contractor shall make all reasonable efforts to prevent and mitigate the effects of any delay, whether occasioned by an act of *force majeure* or otherwise.

**00703.06 NOTICE TO OWNER OF LABOR DISPUTES**

If Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance in accordance with the Contract Documents, Contractor shall immediately give notice, including all relevant information, to Owner.

Contractor agrees to insert a provision in its Subcontracts and to require insertion in all Sub-subcontracts, that in the event timely performance of any such contract is delayed or threatened by delay by any actual or potential labor dispute, the Subcontractor or Sub-subcontractor shall immediately notify the next higher tier Subcontractor or Contractor, as the case may be, of all relevant information concerning the dispute.

**00703.07 DAMAGES FOR FAILURE TO ACHIEVE TIMELY COMPLETION**

A. Liquidated Damages:

1. Timely performance and completion of the Work is essential to Owner and time limits stated in the Contract Documents are of the essence. Owner will incur serious and substantial damages if Substantial Completion of the Work does not occur within the Contract Time. However, it would be difficult if not impossible to determine the exact amount of such damages. Consequently, provisions for liquidated damages are included in the Contract Documents.
2. The liquidated damage amounts set forth in the Contract Documents will be assessed not as a penalty, but as liquidated damages for breach of the Contract Documents. This amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. This amount shall be construed as the actual amount of damages sustained by the Owner, and may be retained by the Owner and deducted from periodic payments to the Contractor.
3. Assessment of liquidated damages shall not release Contractor from any further obligations or liabilities pursuant to the Contract Documents.

B. Actual Damages:

Actual damages will be assessed for failure to achieve Final Completion within the time provided. Actual damages will be calculated on the basis of direct architectural, administrative, and other related costs attributable to the Project from the date when Final Completion should have been achieved, based on the date Substantial Completion is actually achieved, to the date Final Completion is actually achieved. Owner may offset these costs against any payment due Contractor.

**PART 4 - 00704.00 SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS**

**00704.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW**

- A. The intent of the Specifications and Drawings is to describe a complete Project to be constructed in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, and supplies, and perform the Work required in accordance with the Drawings, Specifications, and other provisions of the Contract Documents.

## **DIVISION 0 – GENERAL CONDITIONS**

- B. The Contract Documents are complementary. What is required by one part of the Contract Documents shall be binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.
- C. Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. If during the performance of the Work Contractor finds a conflict, error, inconsistency, or omission in the Contract Documents, it shall promptly and before proceeding with the Work affected thereby report such conflict, error, inconsistency, or omission to A/E in writing.
- D. Contractor shall do no Work without applicable Drawings, Specifications, or written modifications, or shop drawings where required, unless instructed to do so in writing by Owner. If Contractor performs any construction activity, and it knows or should have known that any of the Contract Documents contain a conflict, error, inconsistency, or omission, Contractor shall be responsible for the performance and shall bear the cost for its correction.
- E. Contractor shall provide any work or materials the provision of which is clearly implied in the Contract Documents even if the Contract Documents do not mention them specifically.
- F. Questions regarding interpretation of the requirements of the Contract Documents shall be referred to the A/E.

### **00704.02 PROJECT RECORD**

- A. Contractor shall legibly mark in ink on a separate set of the Drawings and Specifications all actual construction including depths of foundations, horizontal and vertical locations of internal and underground utilities and appurtenances referenced to permanent visible and accessible surface improvements, field changes of dimensions and details, actual suppliers, manufacturers and trade names, models of installed equipment, and Change Order proposals. This separate set of Drawings and Specifications shall be the "Project Record."
- B. The Project Record shall be maintained on the project site throughout the construction and shall be clearly labeled "PROJECT RECORD." The Project Record shall be updated at least weekly noting all changes and shall be available to Owner at all times.
- C. Contractor shall submit the completed and finalized Project Record to A/E prior to Final Acceptance.

### **00704.03 SHOP DRAWINGS**

- A. "Shop Drawings" means documents and other information required to be submitted to A/E by Contractor pursuant to the Contract Documents, showing in detail: the proposed fabrication and assembly of structural elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Shop drawings include, but are not limited to, drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, samples, and similar materials furnished by Contractor to explain in detail specific portions of the Work required by the Contract Documents.

## **DIVISION 0 – GENERAL CONDITIONS**

For materials and equipment to be incorporated into the Work, Contractor submittal shall include the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the item. When directed, Contractor shall submit all samples at its own expense. Owner may duplicate, use, and disclose shop drawings provided in accordance with the Contract Documents.

- B. Contractor shall coordinate all shop drawings and review them for accuracy, completeness, and compliance with the Contract Documents and shall indicate its approval thereon as evidence of such coordination and review. Where required by law, shop drawings shall be stamped by an appropriate professional licensed by the State of Washington. Shop drawings submitted to A/E without evidence of Contractor's approval shall be returned for resubmission.

Contractor shall review, approve, and submit shop drawings with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or separate contractors. Contractor's submittal schedule shall allow a reasonable time for A/E review. A/E will review, approve, or take other appropriate action on the shop drawings. Contractor shall perform no portion of the Work requiring submittal and review of shop drawings until the respective submittal has been reviewed and the A/E has approved or taken other appropriate action. Owner and A/E shall respond to shop drawing submittals with reasonable promptness. Any Work by Contractor shall be in accordance with reviewed shop drawings. Submittals made by Contractor that are not required by the Contract Documents may be returned without action.

- C. Approval or other appropriate action with regard to shop drawings by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such shop drawings, nor from responsibility for compliance with the requirements of the Contract Documents. Unless specified in the Contract Documents, review by Owner or A/E shall not constitute an approval of the safety precautions employed by Contractor during construction, or constitute an approval of Contractor's means or methods of construction. If Contractor fails to obtain approval before installation and the item or work is subsequently rejected, Contractor shall be responsible for all costs of correction.
- D. If shop drawings show variations from the requirements of the Contract Documents, Contractor shall describe such variations in writing, separate from the shop drawings, at the time it submits the shop drawings containing such variations. If A/E approves any such variation, an appropriate Change Order will be issued. If the variation is minor and does not involve an adjustment in the Contract Sum or Contract Time, a Change Order need not be issued; however, the modification shall be recorded on the Project Record.
- E. Unless otherwise provided in *DIVISION 1*, Contractor shall submit to A/E for approval one electronic or paper copy of all shop drawings and submittals, unless otherwise indicated.

### **00704.04 ORGANIZATION OF SPECIFICATIONS**

Specifications are prepared in sections that conform generally with trade practices. These sections are for Owner and Contractor convenience and shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by any trade.



**00704.05 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS**

- A. Drawings, Specifications, and other documents prepared by A/E are instruments of A/E's service through which the Work to be executed by Contractor is described. Neither Contractor nor any Subcontractor shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by A/E, and A/E shall be deemed the author of them and will, along with any rights of Owner, retain all common law, statutory, and other reserved rights, in addition to the copyright. All copies of these documents, except Contractor's set, shall be returned or suitably accounted for to A/E, on request, upon completion of the Work.
- B. The Drawings, Specifications, and other documents prepared by the A/E, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. Contractor and Subcontractors are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by A/E appropriate to and for use in the execution of their Work.
- C. Contractor and all Subcontractors grant a nonexclusive license to Owner, without additional cost or royalty, to use for its own purposes (including reproduction) all shop drawings, together with the information and diagrams contained therein, prepared by Contractor or any Subcontractor. In providing shop drawings, Contractor and all Subcontractors warrant that they have authority to grant to Owner a license to use the shop drawings, and that such license is not in violation of any copyright or other intellectual property right.
- D. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in *SECTION 00705.22* from any violations of copyright or other intellectual property rights arising out of Owner's use of the shop drawings hereunder, or to secure for Owner, at Contractor's own cost, licenses in conformity with this section.
- E. The shop drawings and other submittals prepared by Contractor, Subcontractors, or its or their equipment or material suppliers, and copies thereof furnished to Contractor, are for use solely with respect to this Project. They are not to be used by Contractor or any Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner. The Contractor, Subcontractors of any tier, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the shop drawings and other submittals appropriate to and for use in the execution of their Work under the Contract Documents.

**PART 5 - 00705.00 PERFORMANCE**

**00705.01 CONTRACTOR CONTROL AND SUPERVISION**

- A. Contractor shall supervise and direct the Work, using its best skill and attention, and shall perform the Work in a skillful manner. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall disclose its means and methods of construction when requested by Owner.

## **DIVISION 0 – GENERAL CONDITIONS**

- B. Performance of the Work shall be directly supervised by a competent superintendent who is satisfactory to Owner, and has authority to act for Contractor. The superintendent shall not be changed without the prior written consent of Owner.
- C. Contractor shall be responsible to Owner for acts and omissions of Contractor, Subcontractors, and their employees and agents.
- D. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not permit employment of persons not skilled in tasks assigned to them. Contractor's employees shall at all times, conduct business in a manner that assures fair, equal, and nondiscriminatory treatment of all persons. Owner may, by written notice, request Contractor to remove from the Work or Project site any employee Owner reasonably deems incompetent, careless, or otherwise objectionable.
- E. Contractor shall keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed shop drawings, and permits and permit drawings.
- F. Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the *Executive Conflict of Interest Act, RCW 42.18*, which, among other things, prohibits state employees from having an economic interest in any Public Works Contract that was made by, or supervised by, that employee. Contractor shall remove at its sole cost and expense any of its or its Subcontractors', employees if they are in violation of this Act.

### **00705.02 PERMITS, FEES, AND NOTICES**

- A. Unless otherwise provided in the Contract Documents, Contractor shall pay for and obtain all permits, licenses, and inspections necessary for proper execution and completion of the Work. Prior to Final Acceptance, the approved, signed permits shall be delivered to Owner.
- B. If allowances for permits or utility fees are called for in the Contract Documents and set forth in Contractor's bid, and the actual costs of those permits or fees differ from the allowances in the Contract Documents, the difference shall be adjusted by Change Order.
- C. Contractor shall comply with and give notices required by all federal, state, and local laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.
- D. The Contractor shall conform to all local, state, and national codes in all phases of this project. Where conflicts arise between the code requirements and Drawings or Specifications requirements, the code shall govern and prevail unless the Drawings or Specifications impose requirements or limitations that are more stringent than the code requirements, in which case the more stringent requirements or limitations shall govern and prevail...

**00705.03 PATENTS AND ROYALTIES**

Contractor is responsible for, and shall pay, all royalties and license fees. Contractor shall defend, indemnify, and hold Owner harmless from any costs, expenses, and liabilities arising out of the infringement by Contractor of any patent, copyright, or other intellectual property right used in the Work; however, provided that Contractor gives prompt notice, Contractor shall not be responsible for such defense or indemnity when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents. If Contractor has reason to believe that use of the required design, process, or product constitutes an infringement of a patent or copyright, it shall promptly notify Owner of such potential infringement.

**00705.04 PREVAILING WAGES**

- A. Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with *RCW 39.12* and the rules and regulations of the Department of Labor and Industries (L&I). The schedule of prevailing wage rates for the locality or localities of the Work, as determined by the Industrial Statistician of L&I, is by reference made a part of the Contract Documents as though fully set forth herein.
1. Before commencing the Work, Contractor shall file a statement under oath with Owner and with the Director of L&I certifying the rate of hourly wage paid and to be paid each classification of laborers, workers, or mechanics employed upon the Work by Contractor and Subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
  2. Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of L&I. The arbitration decision shall be final and conclusive and binding on all parties involved in the dispute as provided for by *RCW 39.12.060*.
  3. Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefilled statement(s) of intent, as approved. Copies of the approved intent statement(s) shall be posted on the job site with the address and telephone number of the Industrial Statistician of L&I where a complaint or inquiry concerning prevailing wages may be made.
  4. In compliance with *CHAPTER 296-127 WAC*, Contractor shall pay to L&I the currently established fee for each statement of intent and/or affidavit of wages paid submitted to L&I for certification.
  5. Per EHB 2805, public works contracts estimated to cost over \$1 million requires the Contractor and Subcontractor to submit information regarding any off-site, pre-fabricated, non-standard, project-specific items produced under each contract and produced outside Washington.
  6. Contractor and Subcontractor must have the following information on their Affidavit of Wages Paid form:
    - a. The estimated cost of the public works project;
    - b. The name of the awarding agency and the title of the public works project;

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- c. The contract value of the off-site, pre-fabricated, non-standard, project specific items produced outside Washington; and
  - d. The name, address, and federal employer identification number of the contractor that produced the off-site, pre-fabricated, non-standard, project specific items.
- B. Projects identified as having federal financing, excluding FEMA shall comply with *Federal Davis Bacon Act* requirements.
  - 1. All laborers, mechanics, and other workers employed by the Contractor or Subcontractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the U.S. Secretary of Labor (40 Stat 1494, Mar, 3, 1921, Chap, 411, 40 USC276A 276A S).
  - 2. When the project is subject to both state and federal wage rates, and when the rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate. The area in which the worker is physically employed shall determine which federal wage and fringe benefit rate shall be used to compare against the state wage and fringe benefit rate.
  - 3. Washington State's prevailing wage rate for this project can be found at the Department of Labor and Industries' (L&I) website: <https://fortress.wa.gov/lni/wagelookup/prvwagelookup.aspx>.
- C. Projects identified as having FEMA funding shall comply with Stafford Act Requirements. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities.
  - 1. All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of any contribution of Federal funds made by the Administrator under this subsection shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with sections 3141-3144, 3146, and 3147 of title 40, and every such employee shall receive compensation at a rate not less than one and 1/2 times the basic rate of pay of the employee for all hours worked in any workweek in excess of 8-hours in any workday or 40 hours in the workweek, as the case may be. The Administrator shall make no contribution of Federal funds without first obtaining adequate assurance that these labor standards will be maintained upon the construction work. The Secretary of Labor shall have, with respect to the labor standards specified in this subsection, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (5 U.S.C. App.) and section 3145 of title 40.
  - 2. When the project is subject to both state and federal wage rates, and when the rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate. The area in which the worker is physically employed shall determine which federal wage and fringe benefit rate shall be used to compare against the state wage and fringe benefit rate.

**00705.05 HOURS OF LABOR**

- A. Contractor shall comply with all applicable provisions of *RCW 49.28*, and they are incorporated herein by reference. Pursuant to that statute no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work shall be permitted or required to work more than 8 hours in any one calendar day, provided that in cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of 8 hours of each calendar day shall be not less than 1½ times the rate allowed for this same amount of time during 8 hours of service.
- B. Notwithstanding the preceding paragraph, *RCW 49.28* permits a Contractor or Subcontractor in any Public Works Contract subject to those provisions to enter into an agreement with its employees in which the employees work up to 10 hours in a calendar day. No such agreement may provide that the employees work 10 hour days for more than 4 calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of *RCW 49.28* shall not apply to the hours, up to 40 hours per week, worked pursuant to any such agreement.

**00705.06 NONDISCRIMINATION**

- A. Discrimination in all phases of employment is prohibited by, among other laws and regulations, *Title VII of the Civil Rights Act of 1964*, the *Vietnam Era Veterans Readjustment Act of 1974*, *Sections 503 and 504 of the Vocational Rehabilitation Act of 1973*, the *Equal Employment Act of 1972*, the *Age Discrimination Act of 1967*, the *Americans with Disabilities Act of 1990*, the *Civil Rights Act of 1991*, *Presidential Executive order 11246*, *Presidential Executive Order 11375*, *Presidential Executive Order 13672*, the *Washington State Law Against Discrimination*, *RCW 49.60*, and *Gubernatorial Executive Order 85-09*. These laws and regulations establish minimum requirements for affirmative action and fair employment practices which Contractor must meet.
- B. During Performance of the Work:
  - 1. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, age, marital status, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in *RCW 49.60*.
  - 2. Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment without regard to race, creed, color, national origin, sex, sexual orientation, age, marital status, or the presence of any physical, sensory, or mental disability.
  - 3. Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and *RCW 49.60*.

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4. Contractor shall permit access to its books, records, and accounts, and to its premises by Owner, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this section of the Contract Documents.
5. Contractor shall include the provisions of this section in every Subcontract.

### 00705.07 SAFETY PRECAUTIONS

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.
- B. In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies, and equipment whether onsite or stored offsite; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property, or to protect them from damage, injury, or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
- C. Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment. Contractor shall immediately report any such incident to Owner. Owner shall, at all times, have a right of access to all records of exposure.
- D. Contractor shall provide all persons working on the Project site with information and training on hazardous chemicals in their work at the time of their initial assignment, and whenever a new hazard is introduced into their work area.
  1. Information: At a minimum, Contractor shall inform persons working on the Project site of:
    - a. The requirements of *CHAPTER 296-62 WAC, General Occupational Health Standards*
    - b. Any operations in their work area where hazardous chemicals are present
    - c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and Safety Data Sheets (SDS) required by *CHAPTER 296-62 WAC*.
  2. Training: At a minimum, Contractor shall provide training for persons working on the project site, which includes:
    - a. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area (such as monitoring conducted by the employer, continuous monitoring devices, visual appearance or odor of hazardous chemicals when being released, etc.).
    - b. The physical and health hazards of the chemicals in the work area.

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- c. The measures such persons can take to protect themselves from these hazards, including specific procedures Contractor, or its Subcontractors, or others have implemented to protect those on the Project site from exposure to hazardous chemicals, such as appropriate work practices, emergency procedures, and personal protective equipment to be used.
  - d. The details of the hazard communication program developed by Contractor or its Subcontractors, including an explanation of the labeling system and the SDS, and how employees can obtain and use the appropriate hazard information.
- E. Contractor's responsibility for hazardous, toxic, or harmful substances shall include the following duties:
  - 1. Contractor shall not keep, use, dispose, transport, generate, or sell on or about the Project site any substances now or hereafter designated as, or which are subject to regulation as, hazardous, toxic, dangerous, or harmful by any federal, state, or local law, regulation, statute or ordinance (hereinafter collectively referred to as "hazardous substances"), in violation of any such law, regulation, statute, or ordinance, but in no case shall any such hazardous substance be stored more than 90 days on the Project site.
  - 2. Contractor shall promptly notify Owner of all spills or releases of any hazardous substances that are otherwise required to be reported to any regulatory agency and pay the cost of cleanup. Contractor shall promptly notify Owner of all failures to comply with any federal, state, or local law, regulation, or ordinance; all inspections of the Project site by any regulatory entity concerning the same; all regulatory orders or fines; and all responses or interim cleanup actions taken by or proposed to be taken by any government entity or private party on the Project site.
- F. All Work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
- G. In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if so authorized or instructed.
- H. Nothing provided in this section shall be construed as imposing any duty upon Owner or A/E with regard to, or as constituting any express or implied assumption of control or responsibility over, Project site safety, or over any other safety conditions relating to employees or agents of Contractor or any of its Subcontractors, or the public.

**00705.08 OPERATIONS, MATERIAL HANDLING, EASEMENTS AND STORAGE AREAS**

- A. Contractor shall confine all operations, including storage of materials, to Owner-approved areas. The Owner has acquired ownership and/or easement of lands for the construction as indicated on the Drawings without cost to the Contractor. It is understood and agreed by the Contractor that if it should appear at any time that the Owner has not acquired title to all of the right-of-ways and lands necessary for the performance of the Work under the provisions of this Contract, and that if any delay in the performance of said Work occasioned by the failure of the Owner, its officers, or employees to acquire a title of any of said lands or right-of-way, such failure shall extend the Contract completion date the number of days equal to the period of such delay. The Contractor waives any and all claims for damages against the Owner, its officers, and employees which the Contractor may sustain by reason of delay in the Work.
- B. Temporary buildings (e.g. storage sheds, shops, offices) and utilities may be provided by Contractor only with the consent of Owner and without expense to Owner. The temporary buildings and utilities shall remain the property of Contractor and shall be removed by Contractor at its expense upon completion of the Work.
- C. Contractor shall use only established roadways or temporary roadways authorized by Owner. When materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by federal, state, or local law or regulation.
- D. Ownership and control of all materials or facility components to be demolished or removed from the Project site by Contractor shall immediately vest in Contractor upon severance of the component from the facility or severance of the material from the Project site. Contractor shall be responsible for compliance with all laws governing the storage and ultimate disposal. Contractor shall provide Owner with a copy of all manifests and receipts evidencing proper disposal when required by Owner or applicable law.
- E. Contractor shall be responsible for the proper care and protection of its materials and equipment delivered to the Project site. Materials and equipment may be stored on the premises subject to approval of Owner. When Contractor uses any portion of the Project site as a shop, Contractor shall be responsible for any repairs, patching, or cleaning arising from such use.
- F. Contractor shall protect and be responsible for any damage or loss to the Work, or to the materials or equipment until the date of Substantial Completion, and shall repair or replace without cost to Owner any damage or loss that may occur, except damages or loss caused by the acts or omissions of Owner. Contractor shall also protect and be responsible for any damage or loss to the Work, or to the materials or equipment, after the date of Substantial Completion, and shall repair or replace without cost to Owner any such damage or loss that might occur, to the extent such damages or loss are caused by the acts or omissions of Contractor, or any Subcontractor.



**00705.09 PRIOR NOTICE OF EXCAVATION**

"Excavation" means an operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 inches in depth for agricultural purposes, or road ditch maintenance that does not change the original road grade or ditch flow line. Before commencing any excavation, Contractor shall provide notice of the scheduled commencement of excavation to all owners of underground facilities and utilities through locator services.

**00705.10 UNFORSEEN PHYSICAL CONDITIONS**

- A. If Contractor encounters conditions at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then Contractor shall give written notice to Owner promptly before conditions are disturbed and in no event later than 7 days after the first observance of the conditions.
- B. If such conditions differ materially and cause a change in Contractor's cost of, or time required for, performance of any part of the Work, the Contractor may be entitled to an equitable adjustment in the Contract Time or Contract Sum or both, provided it makes a request thereof as provided in *SECTION 00707.00 - CHANGES*.

**00705.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, STOCK, VEGETATION, UTILITIES, AND IMPROVEMENTS**

- A. Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation at or near the Project site, and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary work performed and charge the cost to Contractor.
- B. Contractor shall only remove trees when specifically authorized to do so, and shall protect vegetation that will remain in place.
- C. Damage to facility production resulting in death or sickness of stock shall result in claims against the Contractor for loss of production or costs incurred by any extraordinary measures required to save production.

**00705.12 LAYOUT OF WORK**

- A. Contractor shall plan and lay out the Work in advance of operations so as to coordinate all work without delay or revision.

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- B. Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonable implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- C. Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever state of completion, may be rejected by Owner.

### **00705.13 MATERIAL AND EQUIPMENT**

- A. All equipment, material, and articles incorporated into the Work shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract Documents. References in the Specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard quality and shall not be construed as limiting competition. Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of A/E, is equal to that named in the Specifications, unless otherwise specifically provided in the Contract Documents.
- B. It shall be the responsibility of the Contractor to furnish proof of equality in all respects to specified items when proposing alternate brands or items. Any significant deviations from Specifications, Drawings, or equality must be noted by the Contractor when submitting alternate materials for approval. The Owner shall be the sole judge of the equality and suitability of any products, materials, or components proposed by the Contractor as alternates to specified items. The Contractor shall, at their own expense, make any secondary changes required to incorporate an approved substitute or alternate into the project. No offers for substitution will be acknowledged from suppliers, distributors, manufacturers, or Subcontractors.
- C. Contractor shall do all cutting, fitting, or patching that may be required to make its several parts fit together properly, or receive or be received by work of others set forth in, or reasonably implied by, the Contract Documents. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the Work and shall not cut or alter the work of any other contractor unless approved in advance by Owner.
- D. Should any of the Work be found defective, or in any way not in accordance with the Contract Documents, this work, in whatever stage of completion, may be rejected by Owner.

### **00705.14 AVAILABILITY AND USE OF UTILITY SERVICES**

- A. Owner shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to Owner or, where the utility is produced by Owner, at reasonable rates determined by Owner. Contractor will carefully conserve any utilities furnished.

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- B. Contractor shall, at its expense and in a skillful manner satisfactory to Owner, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to Final Completion, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

### **00705.15 TESTS AND INSPECTION**

- A. Contractor shall maintain an adequate testing and inspection program and perform such tests and inspections as are necessary or required to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall be responsible for inspection and quality surveillance of all its Work and all Work performed by any Subcontractor. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. Contractor shall give Owner timely notice of when and where tests and inspections are to be made. Contractor shall maintain complete inspection records and make them available to Owner.
- B. Owner may, at any reasonable time, conduct such inspections and tests, as it deems necessary to ensure that the Work is in accordance with the Contract Documents. Owner shall promptly notify Contractor if an inspection or test reveals that the Work is not in accordance with the Contract Documents. Unless the subject items are expressly accepted by Owner, such Owner inspection and tests are for the sole benefit of Owner and do not:
  - 1. Constitute or imply acceptance
  - 2. Relieve Contractor of responsibility for providing adequate quality control measures
  - 3. Relieve Contractor of responsibility for risk of loss or damage to the Work, materials, or equipment
  - 4. Relieve Contractor of its responsibility to comply with the requirements of the Contract Documents
  - 5. Impair Owner's right to reject defective or nonconforming items or to avail itself of any other remedy to which it may be entitled.
- C. In addition to any inspections required by local authorities or permitting agencies, the State will appoint its own inspector for the project. Construction inspectors employed by the State shall assist the Owner in making all necessary inspections and measurements and shall enforce a strict compliance with the terms of the Contract and the orders of the Owner. The Inspector will have the authority to reject materials or workmanship which do not fulfill the requirements of these Specifications. In case of dispute, the Contractor may appeal to the Owner whose decision shall be final. The acceptance of any material by the Inspector shall not hinder its subsequent rejection if found defective. Rejected materials and workmanship shall be replaced promptly or be remedied by the Contractor, without additional cost to the Owner.

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- D. Neither observations by an inspector retained by Owner, the presence or absence of such inspector on the site, nor inspections, tests, or approvals by others, shall relieve Contractor from any requirement of the Contract Documents, nor is any such inspector authorized to change any term or condition of the Contract Documents.
- E. Contractor shall promptly furnish, without additional charge, all facilities, labor, material, and equipment reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge Contractor any additional cost of inspection or testing when Work is not ready at the time specified by Contractor for inspection or testing, or when prior rejection makes re-inspection or retest necessary. Owner shall perform its inspections and tests in a manner that will cause no undue delay in the Work.

### **00705.16 CORRECTION OF NONCONFORMING WORK**

- A. If a portion of the Work is covered contrary to the requirements of the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at the Contractor's expense and without change in the Contract Time.
- B. If any time prior to Final Completion Owner desires to examine the Work or any portion of it that has been covered, Owner may request to see such Work, and it shall be uncovered by Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an adjustment in the Contract Sum for the costs of uncovering and replacement, and if completion of the Work is thereby delayed, an adjustment in the Contract Time, provided it makes a request therefore as provided in *SECTION 00707.00 - CHANGES*. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of examination and reconstruction.
- C. Contractor shall promptly correct Work found by Owner not to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear all costs of correcting such nonconforming Work, including additional testing and inspections.
- D. If, within 1 year after the date of Substantial Completion of the Work, or designated portion thereof, or within 1 year after the date for commencement of any system warranties established under *SECTION 00706.08*, or within the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. Owner shall give such notice promptly after discovery of the condition. This period of 1 year shall be extended, with respect to portions of Work first performed after Substantial Completion, by the period of time between Substantial Completion and the actual performance of the Work. Contractor's duty to correct with respect to Work repaired or replaced shall run for 1 year from the date of repair or replacement. Obligations under this paragraph shall survive Final Acceptance.
- E. Contractor shall remove from the Project site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.

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- F. If Contractor fails to correct nonconforming Work within a reasonable time after written notice to do so, Owner may replace, correct, or remove the nonconforming Work and charge the cost thereof to the Contractor.
- G. Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, caused by Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- H. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations that Contractor might have according to the Contract Documents. Establishment of the time period of 1 year, as described in *SECTION 00705.16D*, relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, including the time within which such proceedings may be commenced.
- I. If Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, Owner may do so instead of requiring its removal and correction, in which case the Contract sum may be reduced as appropriate and equitable.

### **00705.17 CLEANUP**

Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to Owner. If Contractor fails to clean up as provided herein, and after reasonable notice from Owner, Owner may do so and the cost thereof shall be charged to Contractor.

### **00705.18 ACCESS TO WORK**

Contractor shall provide Owner and A/E access to the Work in progress wherever located.

### **00705.19 OTHER CONTRACTS**

Owner may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with Contract Documents to reasonably accommodate the other work.

### **00705.20 SUBCONTRACTORS AND SUPPLIERS**

- A. Before submitting its first Application for Payment, Contractor shall furnish in writing to Owner the names, addresses, and telephone numbers of all Subcontractors, as well as suppliers providing materials in excess of \$2,500. Contractor shall utilize Subcontractors and suppliers which are experienced and qualified, and meet the requirements of the Contract Documents, if any. Contractor shall not utilize any Subcontractor or supplier to whom the Owner has a reasonable objection, and shall obtain Owner's written consent before making any substitutions or additions.

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- B. All Subcontracts must be in writing. By appropriate written agreement, Contractor shall require each Subcontractor, so far as applicable to the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner in accordance with the Contract Documents. Each Subcontract shall preserve and protect the rights of Owner in accordance with the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. However, nothing in this paragraph shall be construed to alter the contractual relations between Contractor and its Subcontractors with respect to insurance or bonds.
- C. Contractor shall schedule, supervise, and coordinate the operations of all Subcontractors. No Subcontracting of any of the Work shall relieve Contractor from its responsibility for the performance of the Work in accordance with the Contract Documents or any other obligations of the Contract Documents.
- D. Each subcontract agreement for a portion of the Work is hereby assigned by Contractor to Owner provided that:
  - 1. The assignment is effective only after termination by Owner for cause pursuant to *SECTION 00709.01* and only for those Subcontracts which Owner accepts by notifying the Subcontractor in writing; and
  - 2. After the assignment is effective, Owner will assume all future duties and obligations toward the Subcontractor that Contractor assumed in the Subcontract.
  - 3. The assignment is subject to the prior rights of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.

### **00705.21 WARRANTY OF CONSTRUCTION**

- A. In addition to any special warranties provided elsewhere in the Contract Documents, Contractor warrants that all Work conforms to the requirements of the Contract Documents and is free of any defect in equipment, material, or design furnished, or workmanship performed by Contractor.
- B. With respect to all warranties, express or implied, for Work performed or materials furnished according to the Contract Documents, Contractor shall:
  - 1. Obtain all warranties that would be given in normal commercial practice.
  - 2. Require all warranties to be executed, in writing, for the benefit of Owner.
  - 3. Enforce all warranties for the benefit of Owner, if directed by Owner.
  - 4. Be responsible to enforce any subcontractor's, manufacturers', or supplier's warranty should they extend beyond the period specified in the Contract Documents.
- C. The obligations under this section shall survive Final Acceptance.

**00705.22 INDEMNIFICATION**

- A. Contractor shall defend, indemnify, and hold Owner and A/E harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:
1. The sole negligence of Contractor or any of its Subcontractors
  2. The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of Contractor or such Subcontractor
  3. The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued or violates any other proprietary interest, including copyright, trademark, and trade secret.
- B. In any action against Owner and any other entity indemnified in accordance with this section by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under *RCW Title 51, the Industrial Insurance Act*, or any other employee benefit acts. In addition, Contractor waives immunity as to Owner and A/E only, in accordance with *RCW Title 51*.

**00705.23 REQUIRED PAYROLL DOCUMENTS**

- A. The Contractor shall submit to the Owner the following for itself and for each subcontractor and each agent to a Subcontractor that performed work on the Contract:
1. *A Statement of Intent to Pay Prevailing Wages.* The Contracting Agency will make no payment under this Contract for the work performed until this statement has been completed and submitted.
  2. *An Affidavit of Wages Paid with the Final Contract Voucher Certification.* The Contracting Agency will not release to the Contractor any funds retained under *RCW 60.28.010* until all of the *Affidavit of Wages Paid* forms have been completed and submitted.
- B. In addition, the Prime Contractor shall submit a Request for Release to the Washington State Labor and Industries (L&I), (L&I provides the form).
- C. Certified payrolls are required to be submitted by the Contractor to the Owner for the Contractor and all Subcontractors or agents on all federally funded projects, and when requested in writing by the Owner, on projects funded with only Contracting Agency funds. If these payrolls are not supplied within 10 calendar days of the end of the proceeding weekly payroll period for federally funded projects, or within 10 calendar days from the date of the written request on projects with only Contracting Agency funds, any or all payments may be withheld until compliance is achieved. Also, failure to provide these payrolls could result in other sanctions as provided by state laws (*RCW 39.12.050*) and/or federal regulations (*29 CFR 5.12*). All certified payrolls shall be complete and explicit.

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Employee work classification codes used on certified payrolls shall coincide exactly with the occupation codes listed on the minimum wage schedule, unless the Owner specifically approves an alternate method to identify the occupation coding used by the Contractor to compare with the codes listed. When an apprentice is shown on the certified payroll at a rate less than the minimum prevailing journey wage rate, the apprenticeship registration number for that employee from the State Apprenticeship and Training Council shall be shown, along with the correct employee classification code.

### 00705.24 STATEMENT OF APPRENTICE/JOURNEYMAN PARTICIPATION

In accordance with *RCW 39.04.320*, the State of Washington requires a mandatory 15 percent apprenticeship (labor hours) participation for projects estimated to cost \$1,000,000 or more. Apprentice participation under this contract may be counted towards the required percentage (%) only if the apprentices are from an apprenticeship program registered and approved by the Washington State Apprenticeship and Training Council (*RCW 49.04* and *WAC 296-04*).

- A. For each project that has apprentice requirements, the contractor shall submit a **“Statement of Apprentice/Journeyman Participation** (See *SECTION 00670*)” on forms provided by the Washington Department of Fish and Wildlife, with every request for progress payment. The Contractor shall submit consolidated and cumulative data collected by the Contractor and collected from all Subcontractors by the Contractor. The submitted data includes the following:
1. Contractor name and address;
  2. Contract number;
  3. Project name;
  4. Contract value;
  5. Reporting period “Notice to Proceed” through “Invoicing Date”;
  6. Name and registration number of each apprentice;
  7. Total number of apprentices and labor hours worked by them, categorized by trade or craft;
  8. Total number of journeymen and labor hours worked by them, categorized by trade or craft;
  9. Cumulative combined total of apprentice and journeymen labor hours; and
  10. Total percentage of apprentice hours worked.
- B. No changes to the required percentage (%) of apprentice participation shall be allowed without written approval of the Owner. In any request for the change the Contractor shall clearly demonstrate a good faith effort to comply with the requirements for apprentice participation.



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- C. Any substantive violation of the mandatory requirements of this part of the contract may be a material breach of the contract by the Contractor.

### 00705.25 FEDERALLY FUNDED CONTRACT CONDITIONS

A. Equal Employment Opportunity :

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, religion, marital status, age, Vietnam era and disabled veteran's status, or other presence of any sensory, mental, or physical handicap. The Contractor will take affirmative action to ensure that applications are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex, sexual orientation, religion, marital status, age, Vietnam era and disabled veteran's status or the presence of any sensory, mental, or physical handicap.

Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, sexual orientation, religion, marital status, age, Vietnam era and disabled veteran's status, or the presence of any sensory, mental, or physical handicap.
3. The Contractor will send to each labor union, or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under *Section 202 of Executive Order No. 11246 of September 24, 1965*, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of *Executive Order No. 11246 of September 24, 1965*, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by *Executive Order No. 11246 of September 24, 1965*, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

## DIVISION 0 – GENERAL CONDITIONS

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in *Executive Order No. 11246 of September 24, 1965*, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of *Paragraphs "1" through "7"* in every Subcontract or Purchase Order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to *Section 204 of Executive Order No. 11246 of September 24, 1965*, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including the sanctions for noncompliance, provided however that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 241):

1. Section 601 (In General): No person in the United States shall, on the grounds of race, color, national origin, sex, religion, marital status, age, Vietnam era and disabled veteran status, or the presence of any sensory, mental, or physical handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
2. Section 602 (Effecting Compliance): Each federal department and agency which is empowered to extend federal financial assistance to any program or activity by way of grant, loan, or contract other than a contract of insurance or guaranty, is authorized and directed to effectuate the provisions of *Section 601* with respect to such program or activity by issuing rules, regulations, or orders of general applicability which shall be consistent with achievement of the objectives the statute authorizing the financial assistance in connection with which the action is taken. No such rule, regulation, or order shall become effective unless and until approved by the President. Compliance with any requirement adopted pursuant to this section may be effected by:
  - a.) The termination of or refusal to grant or to continue assistance under such programs or activity to any recipient as to whom there has been an express finding on the record, after opportunity for hearing, of a failure to comply with such requirement, but such termination or refusal shall be limited to the particular political entity, or part thereof, or other recipient as to whom such a finding has been made, and shall be limited in its effect to the particular program, or part thereof, in which such noncompliance has been so found, and;

## DIVISION 0 – GENERAL CONDITIONS

- b.) By any other means authorized by law, provided, however, that no such action shall be taken until the department or agency concerned has advised the appropriate person or persons of the failure to comply with a requirement imposed pursuant to this section, the head of the federal department or agency shall file with the committees of the House and Senate having legislative jurisdiction over the program or activity involved a full written report of the circumstances and the grounds for such action. No such action shall become effective until 30 days have elapsed after the filing of such report.
- 3. Section 603 (Judicial Review): Any department or agency action taken pursuant to Section 602 shall be subject to such judicial review as may otherwise be provided by law for similar action taken by such department or agency on other grounds. In the case of action not otherwise subject to judicial review, terminating or refusing to grant or to continue financial assistance upon finding or failure to comply with any requirement imposed pursuant to Section 602, any assistance upon a finding or failure to comply with any requirement imposed pursuant to Section 602, any person aggrieved (including any State or political subdivision thereof or any agency of either) may obtain judicial review of such action in accordance with Section 10 of the Administrative Procedure Act, and such action shall not be deemed committed to unreviewable agency discretion within the meaning of that section.
- 4. Section 604 (Restriction on Action): Nothing contained in this title shall be construed to authorized action under this title by any department or agency with respect to any employment practice of any employer, employment agency, or labor organization except where a primary objective of the federal financial assistance is to provide employment.
- 5. Section 605 (Existing Authority Not Impaired): Nothing in this title shall add to or detract from any existing authority with respect to any program or activity under which federal financial assistance is extended by way of a contract of insurance or guaranty.
- C. Contracts in excess of \$10,000 shall comply with *Executive Order No. 11246*, entitled *Equal Employment Opportunity*, as amended by *Executive Order No. 11375*, *Executive Order No. 13672* and as supplemented in *Department of Labor Regulations (41 CFR, Part 60)*.
- D. This Contract shall comply with the *Copeland Anti-Kick Back Act (18 U.S.C. 874)* as supplemented in *Department of Labor Regulations (29 CFR, Part 3)*. The Contractor shall not induce by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he is otherwise entitled.
- E. Contracts in excess of \$2,000 shall comply with the *Davis-Bacon Act (40 U.S.C. 276a to a-7)* and as supplemented by *Department of Labor Regulations (29 CFR, Part 5)*. Contractors shall pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor, and shall pay wages not less often than once a week.

## **DIVISION 0 – GENERAL CONDITIONS**

- F. Contracts in excess of \$2,000 which involve the employment of mechanics or laborers shall comply with *Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)* as supplemented by *Department of Labor Regulations (29 CFR, Part 5)*. Each Contractor shall compute the wages of every mechanic and laborer on the basis of a standard workday of eight hours, and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible, provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of eight hours in any calendar day of 40 hours in the workweek. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor.
- G. Contracts in excess of \$100,000 require the recipient to agree to comply with applicable standards, orders, or regulations pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), amended.
- H. Contractor shall submit Certified Payrolls as described in *Section 00705.23*.

### **PART 6 - 00706.00 PAYMENTS AND COMPLETION**

#### **00706.01 CONTRACT SUM**

Owner shall pay Contractor the Contract Sum for performance of the Work in accordance with the Contract Documents. The Contract Sum shall include all taxes imposed by law and properly chargeable to the Project, including sales tax.

#### **00706.02 SCHEDULE OF VALUES**

Prior to Notice to Proceed, Contractor shall submit to Owner for approval a breakdown allocating the total Contract Sum to each principle category of work, in such detail as requested by Owner ("Schedule of Values"). The approved Schedule of Values shall include appropriate amounts for demobilization, record drawings, operation and maintenance manuals, and any other requirements for Project closeout and shall be used by Owner as the basis for progress payments. Payment for Work shall be made only for and in accordance with those items included in the Schedule of Values.

#### **00706.03 APPLICATION FOR PAYMENT**

- A. At monthly intervals, unless determined otherwise by Owner, Contractor shall submit to Owner an itemized Application for Payment for Work completed in accordance with the Contract Documents and the approved Schedule of Values. Each application shall be supported by such substantiating data as Owner may require.
- B. By submitting an Application for Payment, Contractor is certifying that all Subcontractors have been paid, less earned retainage in accordance with *RCW 60.28.010*, as their interests appeared in the last preceding certificate of payment. By submitting an Application for Payment, Contractor is recertifying that the representations set forth in *SECTION 00701.03* are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.

## **DIVISION 0 – GENERAL CONDITIONS**

- C. At the time the Contractor submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Construction Schedule.
- D. If authorized by Owner, the Application for Payment may include request for payment for material delivered to the Project site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off the Project site, provided Contractor complies with or furnishes satisfactory evidence of the following:
  - 1. The material will be placed in a warehouse that is structurally sound, dry, lighted, and suitable for the materials to be stored.
  - 2. The warehouse is located within a 10-mile radius of the Project. Other locations may be utilized if approved in writing by Owner.
  - 3. Only materials for the Project are stored within the warehouse (or secure portion of a warehouse set aside for the Project).
  - 4. Contractor furnishes Owner a Certificate of Insurance extending Contractor's insurance coverage for damage, fire, and theft to cover the full value of all materials stored or in transit.
  - 5. The warehouse (or secure portion thereof) is continuously under lock and key, and only Contractor's authorized personnel shall have access.
  - 6. Owner shall at all times have the right of access in company of Contractor.
  - 7. The Contractor and its surety assume total responsibility for the stored materials.
  - 8. Contractor furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to Owner when materials are moved from storage to the Project site.

### **00706.04 PROGRESS PAYMENTS**

- A. Owner shall make progress payments, in such amounts as Owner determines are properly due, within 30 days after receipt of a properly executed Application for Payment. Owner shall notify Contractor in accordance with *RCW 39.76* if the Application for Payment does not comply with the requirements of the Contract Documents.
- B. Owner shall retain 5 percent of the amount of each progress payment until 30 days after Final Acceptance and receipt of all documents required by law or the Contract Documents including, at Owner's request, consent of surety to release of the retainage. In accordance with *RCW 60.28*, Contractor may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to Contractor. Owner may permit Contractor to provide an appropriate bond in lieu of the retained funds.
- C. For Base Bids of \$150,000 or less, Owner may at Contractor Request, retain 10% of the amount of each progress payment, in lieu of payment and performance bonds.

## **DIVISION 0 – GENERAL CONDITIONS**

- D. Title to all Work and materials covered by a progress payment shall pass to Owner at the time of such payment free and clear of all liens, claims, security interests, and encumbrances. Passage of title shall not, however, relieve Contractor from any of its duties and responsibilities for the Work or materials, or waive any rights of Owner to insist on full compliance by Contractor with the Contract Documents.
- E. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in *RCW 39.76*.

### **00706.05 PAYMENTS WITHHELD**

- A. Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect Owner from loss or damage for reasons including but not limited to:
  - 1. Work not in accordance with the Contract Documents
  - 2. Reasonable evidence that the Work required by the Contract Documents cannot be completed for the unpaid balance of the Contract Sum
  - 3. Work by Owner to correct defective Work or complete the Work in accordance with *SECTION 00705.16*
  - 4. Failure to perform in accordance with the Contract Documents
  - 5. Cost or liability that may occur to Owner as the result of Contractor's fault or negligent acts or omissions.
- B. In any case where part or all of a payment is going to be withheld for unsatisfactory performance, Owner shall notify Contractor in accordance with *RCW 39.76*.

### **00706.06 RETAINAGE AND BOND CLAIM RIGHTS**

*RCW CHAPTERS 39.08 and 60.28*, concerning the rights and responsibilities of Contractor and Owner with regard to the performance and payment bonds and retainage, are made a part of the Contract Documents by reference as though fully set forth herein.

### **00706.07 SUBSTANTIAL COMPLETION**

Substantial Completion is the stage in the progress of the Work (or portion thereof designated and approved by Owner) when the construction is sufficiently complete, in accordance with the Contract Documents, so Owner can fully occupy the Work (or the designated portion thereof) for the use for which it is intended. All Work other than incidental corrective or punch list work shall have been completed. Substantial Completion shall not have been achieved if all systems and parts are not functional, if utilities are not connected and operating normally, if all required occupancy permits have not been issued, or if the Work is not accessible by normal vehicular and pedestrian traffic routes. The date Substantial Completion is achieved shall be established in writing by Owner. Contractor may request an early date of Substantial Completion, which must be approved by Change Order. Owner's occupancy of the Work or designated portion thereof does not necessarily indicate that Substantial Completion has been achieved.

**0706.08 PRIOR OCCUPANCY**

- A. Owner may, upon written notice thereof to Contractor, take possession of or use any completed or partially completed portion of the Work ("prior occupancy") at any time prior to Substantial Completion. Unless otherwise agreed in writing, prior occupancy shall not: be deemed an acceptance of any portion of the Work; accelerate the time for any payment to Contractor; prejudice any rights of Owner provided by any insurance, bond, guaranty, or the Contract Documents; relieve Contractor of the risk of loss or any of the obligations established by the Contract Documents; establish a date for termination or partial termination of the assessment of liquidated damages; or constitute a waiver of claims.
- B. Notwithstanding anything in the preceding paragraph, Owner shall be responsible for loss or damage to the Work resulting from its prior occupancy. Contractor's 1 year duty to repair and any system warranties shall begin on building systems activated and used by Owner as agreed in writing by Owner and Contractor.

**00706.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT**

- A. Final Completion shall be achieved when the Work is fully and finally complete in accordance with the Contract Documents. The date Final Completion is achieved shall be established by Owner in writing.
- B. Final Acceptance is the formal action of Owner acknowledging Final Completion. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents, submit to Owner a written notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance nor final payment shall release Contractor or its sureties from any obligations of these Contract Documents or the Public Works Bond, or constitute a waiver of any claims by Owner arising from Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Acceptance of final payment by Contractor or any Subcontractor shall constitute a waiver and release to Owner of all claims by Contractor or any such Subcontractor for an increase in the Contract Sum or the Contract Time, and for every act or omission of Owner relating to or arising out of the Work, except for those Claims made in accordance with the procedures, including the time limits, set forth in *SECTION 00708.00*.

**PART 7 - 00707.00 CHANGES**

**00707.01 CHANGES IN THE WORK**

- A. Owner may at any time and without notice to Contractor's surety order additions, deletions, revisions, or other changes in the Work. These changes in the Work shall be incorporated into the Contract Documents through the execution of Change Orders. If any change in the Work ordered by Owner causes an increase or decrease in the Contract Sum or the Contract Time, an equitable adjustment shall be made as provided in *SECTION 00707.02* or *00707.03*, respectively, and such adjustment(s) shall be incorporated into a Change Order.

## **DIVISION 0 – GENERAL CONDITIONS**

- B. If Owner desires to order a change in the Work, it may request a written Change Order proposal from Contractor. Contractor shall submit a Change Order proposal within 14 days of the request from Owner, or within such other period as mutually agreed. Contractor's Change Order proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.
- C. Upon receipt of the Change Order proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, or both, as provided in *SECTIONS 00707.02 and 00707.03*, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
- D. If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of all claims for time and for direct, indirect, and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.
- E. If Owner and Contractor are unable to reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, Contractor may at any time, in writing, request a final offer from Owner. Owner shall provide Contractor with its written response within 30 days of Contractor's request. Owner may also provide Contractor with a final offer at any time. If Contractor rejects Owner's final offer or the parties are otherwise unable to reach agreement, Contractor's only remedy shall be to file a Claim as provided in *SECTION 00708.00*.

### **00707.02 CHANGE IN THE CONTRACT SUM**

- A. General Application:
  - 1. The Contract Sum shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Sum in its Change Order proposal.
  - 2. If the cost of Contractor's performance is changed due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Sum in accordance with the following procedure. No change in the Contract Sum shall be allowed to the extent that Contractor's changed cost of performance is due to the fault or negligence of Contractor or anyone for whose acts Contractor is responsible; the change is concurrently caused by Contractor and Owner; or the change is caused by an act of force majeure, as defined in *SECTION 00703.05*.



## DIVISION 0 – GENERAL CONDITIONS

- a. A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 days of the occurrence of the event-giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have known, of the event-giving rise to the request. If Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested, shall promptly furnish copies of such records to Owner.
- b. Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 7 days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Sum; the nature of the impacts to Contractor and its Subcontractors, if any; and, to the extent possible, the amount of the adjustment in Contract Sum requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
- c. Within 30 days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement written notice provided in accordance with Subparagraph "a" (above) with additional supporting data. Such additional data shall include, at a minimum: the amount of compensation requested, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the damages claimed, but that the damages claimed were actually a result of the act, event, or condition complained of and that the Contract Documents provide entitlement to an equitable adjustment to Contractor for such act, event, or condition; and documentation sufficiently detailed to permit an informed analysis of the request by Owner.

When the request for compensation relates to a delay or other change in Contract Time, Contractor shall demonstrate the impact on the critical path, in accordance with *SECTION 00707.03C*. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

- d. Pending final resolution of any request made in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- e. Any requests by Contractor for an equitable adjustment in the Contract Sum and in the Contract Time that arise out of the same event(s) shall be submitted together.

## DIVISION 0 – GENERAL CONDITIONS

3. The value of any work covered by a Change Order or of any request for an equitable adjustment in the Contract Sum shall be determined by one of the following methods:
    - a. On the basis of a fixed price as determined in *SECTION 00707.02B*.
    - b. By application of unit prices to the quantities of the items involved as determined *SECTION 00707.02C*.
    - c. On the basis of time and material as determined in *SECTION 00707.02D*.
  4. When Owner has requested Contractor to submit a Change Order proposal, Owner may direct Contractor as to which method in Subparagraph 3 (above) to use when submitting its proposal. Otherwise, Contractor shall determine the value of the Work or of a request for an equitable adjustment, on the basis of the fixed price method.
- B. Change Order Pricing - Fixed Price: When the fixed price method is used to determine the value of any Work covered by a Change Order or of a request for an equitable adjustment in the Contract Sum, the following procedures shall apply:
1. Contractor's Change Order Proposal or request for adjustment in the Contract Sum shall be accompanied by a complete itemization of the costs including labor, materials, subcontractor costs, and overhead and profit. The costs shall be itemized in the manner set forth below and shall be submitted on breakdown sheets in a form approved by Owner.
  2. All costs shall be calculated based on appropriate industry standard methods of calculating labor, material quantities, and equipment costs.
  3. If any of Contractor's pricing assumptions are contingent upon anticipated actions of Owner, Contractor shall clearly state them in the proposal or request for an equitable adjustment.
  4. The cost of any additive or deductive changes in the Work shall be calculated as set forth below, except that overhead and profit shall not be included on deductive changes in the Work. Where a change in the Work involves additive and deductive work by the same Contractor or Subcontractor, small tools, overhead, profit, bond, and insurance markups will apply to the net difference.
  5. If the total cost of the change in the Work or request for equitable adjustment does not exceed \$1,000, Contractor shall not be required to submit a breakdown if the description of the change in the Work or request for equitable adjustment is sufficiently definitive for Owner to determine fair value.
  6. If the total cost of the change in the Work or request for equitable adjustment is between \$1,000 and \$2,500, Contractor may submit a breakdown in the following level of detail if the description of the change in the Work or if the request for equitable adjustment is sufficiently definitive to permit the Owner to determine fair value:
    - a. Lump sum labor

## DIVISION 0 – GENERAL CONDITIONS

- b. Lump sum material
  - c. Lump sum equipment usage
  - d. Overhead and profit as set forth below
  - e. Insurance and bond costs as set forth below
7. Any request for adjustment of Contract Sum based upon the fixed price method shall include only the following items:
- a. Craft Labor Costs: These are the labor costs determined by multiplying the estimated or actual additional number of craft hours needed to perform the change in the Work by the hourly labor costs. Craft hours should cover direct labor as well as indirect labor due to trade inefficiencies. The hourly costs shall be based on the following:
    - 1) Basic Wages and Benefits: Hourly rates and benefits as stated on the L&I approved Statement of Intent to Pay Prevailing Wages. Direct supervision shall be a reasonable percentage not to exceed 15 percent of the cost of direct labor. No supervision markup shall be allowed if a working supervisor's hours are included in the breakdown.
    - 2) Worker's Insurance: Direct contributions to the State of Washington for industrial insurance, medical aid, and supplemental pension by the class and rates established by L&I.
      - a. Federal Insurance: Direct contributions required by the *Federal Insurance Compensation Act*, *Federal Unemployment Tax Act*, and the *State Unemployment Compensation Act*.
    - 4) Safety: Costs incurred due to the *Washington Industrial Safety and Health Act*, which shall be a reasonable percentage not to exceed 2 percent of the sum of the amounts calculated in SUBPARAGRAPHS (1), (2), and (3) above.
    - 5) Travel Allowance: Travel allowance and/or subsistence, if applicable, not exceeding those allowances established by regional labor union agreements, which are itemized and identified separately.
  - b. Material Costs: This is an itemization of the quantity and cost of materials needed to perform the change in the Work. Material costs shall be developed from actual known costs, supplier quotations or standard industry pricing guides. Material costs shall consider all available discounts. Freight costs, express charges, or special delivery charges shall be itemized.

## DIVISION 0 – GENERAL CONDITIONS

- c. Equipment Costs: This is an itemization of the type of equipment and the estimated or actual length of time the construction equipment appropriate for the Work is or will be used on the change in the Work. Costs will be allowed for construction equipment only if used solely for the changed Work or for additional rental costs actually incurred by the Contractor. Equipment charges shall be developed from the current edition of one of the following sources:
- 1) *Associated General Contractors - Washington State Department of Transportation Equipment Rental Agreement; latest edition.*
  - 2) *The State of Washington Utilities and Transportation Commission* for trucks used on highways.
  - 3) *The National Electrical Contractors Association* for equipment used on electrical work.
  - 4) *The Mechanical Contractors Association of America* for equipment used on mechanical work.
  - 5) *Equipment Watch Rental Rate (Blue Book) for Construction Equipment* shall be used as a basis for establishing rental rates of equipment not listed in the above sources. The maximum rate for standby equipment shall not exceed 50 percent of the applicable rate.
- d. Allowance for Small Tools, Expendables, and Consumable Supplies: Small tools consist of tools that cost \$250 or less and are normally furnished by the performing Contractor. The maximum rate for small tools shall not exceed the following:
- 1) For Contractor, 3 percent of direct labor costs.
  - 2) For Subcontractors, 5 percent of direct labor costs.
- Expendables and consumable supplies directly associated with the change in Work must be itemized.
- e. Subcontractor Costs: This is defined as payments Contractor makes to Subcontractors for changed Work performed by Subcontractors of any tier. The Subcontractors' cost of Work shall be calculated and itemized in the same manner as prescribed herein for Contractor.

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- f. Allowance for Overhead and Profit: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any Change Order, or any request for additional Work or extra payment of any kind on the Project. This allowance shall compensate Contractor for all non-craft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, Business and Occupation taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the following:

- 1) For Contractor, for any Work actually performed by Contractor's own forces, 22 percent of the first \$50,000 of the cost and 10 percent of the remaining cost, if any.
- 2) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 22 percent of the first \$50,000 of the cost and 10 percent of the remaining cost, if any.
- 3) For Contractor, for any Work performed by its Subcontractor(s), 8 percent of the first \$50,000 of the amount due each Subcontractor and 6 percent of the remaining amount, if any.
- 4) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 8 percent of the first \$50,000 of the amount due the sub-Subcontractor and 6 percent of the remaining amount, if any.
- 5) The cost to which overhead and profit is to be applied shall be determined in accordance with *SUBPARAGRAPHS a-e* above.

- g. Cost of Change in Insurance or Bond Premium: This is defined as:

- 1) Contractor's Liability Insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and
- 2) Public Works Bond(s): The cost of the additional premium for Contractor's bond arising directly from the changed Work.

The costs of any change in insurance or bond premium shall be added after overhead and profit are calculated in accordance with *SUBPARAGRAPH "f"* above.

### C. Change Order Pricing - Unit Prices:

1. Whenever Owner authorizes Contractor to perform Work on a unit-price basis, Owner's authorization shall clearly state:
  - a. Scope of work to be performed

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- b. Type of reimbursement including pre-agreed rates for material quantities
- c. Cost limit of reimbursement

2. Contractor shall:

- a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working.
- b. Leave access as appropriate for quantity measurement.
- c. Not exceed any cost limit(s) without Owner's prior written approval.

3. Contractor shall submit costs in accordance with *SECTION 00707.02B* and satisfy the following requirements:

- a. Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit and bond and insurance costs.
- b. Quantities must be supported by field measurement statements signed by Owner.

D. Change Order Pricing - Time and Material Prices:

1. Whenever Owner authorizes Contractor to perform work on a time-and-material basis, Owner's authorization shall clearly state:

- a. Scope of work to be performed
- b. Type of reimbursement including pre-agreed rates, if any, for material quantities or labor
- c. Cost limit of reimbursement

2. Contractor shall:

- a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working.
- b. Identify on daily timesheets all labor performed in accordance with this authorization. Submit copies of daily timesheets within 2 working days for Owner's review.
- c. Leave access as appropriate for quantity measurement.
- d. Perform all Work in accordance with this section as efficiently as possible.
- e. Not exceed any cost limit(s) without Owner's prior written approval.

## **DIVISION 0 – GENERAL CONDITIONS**

3. Contractor shall submit costs in accordance with *SECTION 00707.02B* and additional verification supported by:
  - a. Labor detailed on daily timesheets
  - b. Invoices for material

### **00707.03 CHANGE IN THE CONTRACT TIME**

- A. The Contract Time shall only be changed by a Change Order. Contractor shall include any request for a change in the Contract Time in its Change Order proposal.
- B. If the time of Contractor's performance is changed due to an act of force majeure or due to the fault or negligence of Owner or anyone for whose acts Owner is responsible, Contractor shall be entitled to make a request for an equitable adjustment in the Contract Time in accordance with the following procedure. No adjustment in the Contract Time shall be allowed to the extent Contractor's changed time of performance is due to the fault or negligence of Contractor or anyone for whose acts Contractor is responsible.
  1. A request for an equitable adjustment in the Contract Time shall be based on written notice delivered within 7 days of the occurrence of the event-giving rise to the request. If Contractor believes it is entitled to adjustment of Contract Time, Contractor shall immediately notify Owner and begin to keep and maintain complete, accurate, and specific daily records. Contractor shall give Owner access to any such records and, if requested, shall promptly furnish copies of such records to Owner.
  2. Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 days before Contractor's written notice to Owner. The written notice shall set forth, at a minimum, a description of: the event giving rise to the request for an equitable adjustment in the Contract Time; the nature of the impacts to Contractor and its Subcontractors of any tier, if any; and, to the extent possible, the amount of the adjustment in Contract Time requested. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
  3. Within 30 days of the occurrence of the event giving rise to the request, unless Owner agrees in writing to allow an additional period of time to ascertain more accurate data, Contractor shall supplement the written notice provided in accordance with *SECTION 00707.03B.2* with additional supporting data. Such additional data shall include, at a minimum: the amount of delay claimed, itemized in accordance with the procedure set forth herein; specific facts, circumstances, and analysis that confirms not only that Contractor suffered the delay claimed, but that the delay claimed was actually a result of the act, event, or condition complained of, and that the Contract Documents provide entitlement to an equitable adjustment in Contract Time for such act, event, or condition; and supporting documentation sufficiently detailed to permit an informed analysis of the request by Owner. Failure to provide such additional information and documentation within the time allowed or within the format required shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

## DIVISION 0 – GENERAL CONDITIONS

4. Pending final resolution of any request in accordance with this paragraph, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Work.
- C. Any change in the Contract Time covered by a Change Order or based on a request for an equitable adjustment in the Contract Time shall be limited to the change in the critical path of Contractor's schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Any Change Order proposal or request for an adjustment in the Contract Time shall demonstrate the impact on the critical path of the schedule. Contractor shall be responsible for showing clearly on the Construction Schedule that the change or event: had a specific impact on the critical path, and except in case of concurrent delay, was the sole cause of such impact; and could not have been avoided by re-sequencing of the Work or other reasonable alternatives.
- D. Contractor may request compensation for the cost of a change in Contract Time in accordance with this section, *00707.03D*, subject to the following conditions:
1. The change in Contract Time shall solely be caused by the fault or negligence of Owner or A/E.
  2. Compensation under this paragraph is limited to changes in Contract Time for which Contractor is not entitled to be compensated under *SECTION 00707.02*.
  3. Contractor shall follow the procedure set forth in *SECTION 00707.03B*.
  4. Contractor shall establish the extent of the change in Contract Time in accordance with *SECTION 00707.03C*.
  5. The daily cost of any change in Contract Time shall be limited to:
    - a. Cost of nonproductive field supervision or labor extended because of the delay
    - b. Cost of weekly meetings or similar indirect activities extended because of the delay
    - c. Cost of temporary facilities or equipment rental extended because of the delay
    - d. Cost of insurance extended because of the delay
    - e. General and administrative overhead in an amount to be agreed upon, but not to exceed 3 percent of Contract Sum divided by the Contract Time for each day of the delay.



**PART 8 - 00708.00 CLAIMS AND DISPUTE RESOLUTION**

**00708.01 CLAIMS PROCEDURE**

- A. If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in *SECTION 00707.01*, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in *SECTION 00707.02* or the Contract Time as provided in *SECTION 00707.03*, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.
- B. Contractor shall file its Claim within the earlier of: 120 days from Owner's final offer in accordance with *SECTION 00707.01E*, or the date of Final Acceptance.
- C. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
  - 1. A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim
  - 2. The date on which facts arose which gave rise to the Claim
  - 3. The name of each employee of Owner or A/E knowledgeable about the Claim
  - 4. The specific provisions of the Contract Documents that support the Claim
  - 5. The identification of any documents and the substance of any oral communications that support the Claim
  - 6. Copies of any identified documents, other than the Contract Documents, that support the Claim;
  - 7. If an adjustment in the Contract Time is sought: the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Construction Schedule to demonstrate the reason for the extension in Contract Time.
  - 8. If an adjustment in the Contract Sum is sought, the exact amount sought and a breakdown of that amount into the categories set forth in, and in the detail required by, *SECTION 00707.02*.
  - 9. A statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes Owner is liable.

## **DIVISION 0 – GENERAL CONDITIONS**

- D. After Contractor has submitted a fully documented Claim that complies with all applicable provisions of *SECTIONS 00707.00* and *00708.00*, Owner shall respond, in writing, to Contractor as follows:
1. If the Claim amount is less than \$50,000, with a decision within 60 days from the date the Claim is received; or
  2. If the Claim amount is \$50,000 or more, with a decision within 60 days from the date the Claim is received or, with notice to Contractor, of the date by which it will render its decision. Owner will then respond with a written decision in such additional time.
- E. To assist in the review of Contractor's Claim, Owner may visit the Project site or request additional information in order to fully evaluate the issues raised by the Claim. Contractor shall proceed with performance of the Work pending final resolution of any Claim. Owner's written decision, as set forth above, shall be final and conclusive as to all matters set forth in the Claim unless Contractor follows the procedure set forth in *SECTION 00708.02*.
- F. Any Claim of the Contractor against the Owner for damages, additional compensation, or additional time shall be conclusively deemed to have been waived by the Contractor unless timely made in accordance with the requirements of this section.

### **00708.02 ARBITRATION**

- A. If Contractor disagrees with Owner's decision rendered in accordance with *SECTION 00708.01D*, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 days after the date of Owner's decision on such Claim. Failure to demand arbitration within said 30 day period shall result in Owner's decision being final and binding upon Contractor and its Subcontractors.
- B. Notice of the demand for arbitration shall be filed with the *American Arbitration Association (AAA)*, with a copy provided to Owner. The parties shall negotiate or mediate under the *Voluntary Construction Mediation Rules* of the AAA or mutually acceptable service before seeking arbitration in accordance with the *Construction Industry Arbitration Rules of AAA* as follows:
1. Disputes involving \$30,000 or less shall be conducted in accordance with the *Northwest Region Expedited Commercial Arbitration Rules*; or
  2. Disputes over \$30,000 shall be conducted in accordance with the *Construction Industry Arbitration Rules of the AAA*, unless the parties agree to use the expedited rules.
- C. All Claims arising out of the Work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the superior court having jurisdiction thereof. No independent legal action relating to or arising from the Work shall be maintained.

## **DIVISION 0 – GENERAL CONDITIONS**

- D. Claims between Owner and Contractor, Contractor and its Subcontractors, Contractor and A/E, and Owner and A/E shall, upon demand by Owner, be submitted in the same arbitration or mediation.
- E. If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.

### **00708.03 CLAIMS AUDITS**

- A. All Claims filed against Owner shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractors of any tier, to maintain and retain sufficient records to allow Owner to verify all or a portion of the Claim or to permit Owner access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.
- B. In support of Owner's audit of any Claim, Contractor shall, upon request, promptly make available to Owner the following documents:
  - 1. Daily time sheets and supervisor's daily reports
  - 2. Collective bargaining agreements
  - 3. Insurance, welfare, and benefits records
  - 4. Payroll registers
  - 5. Earnings records
  - 6. Payroll tax forms
  - 7. Material invoices, requisitions, and delivery confirmations
  - 8. Material cost distribution worksheet
  - 9. Equipment records (list of company equipment, rates, etc.)
  - 10. Vendors', rental agencies', Subcontractors', and agents' invoices
  - 11. Contracts between Contractor and each of its Subcontractors, and all lower-tier Subcontractor contracts and supplier contracts
  - 12. Subcontractors' and agents' payment certificates
  - 13. Canceled checks (payroll and vendors)
  - 14. Job cost report, including monthly totals
  - 15. Job payroll ledger

## **DIVISION 0 – GENERAL CONDITIONS**

16. Planned resource loading schedules and summaries
  17. General ledger
  18. Cash disbursements journal
  19. Financial statements for all years reflecting the operations on the Work. In addition, the Owner may require, if it deems it appropriate, additional financial statements for 3 years preceding execution of the Work.
  20. Depreciation records on all company equipment, whether these records are maintained by the company involved, its accountant, or others.
  21. If a source other than depreciation records is used to develop costs for Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
  22. All non-privileged documents which relate to each and every Claim together with all documents which support the amount of any adjustment in Contract Sum or Contract Time sought by each Claim.
  23. Worksheets or software used to prepare the Claim establishing the cost components for items of the Claim including but not limited to labor, benefits and insurance, materials, equipment, Subcontractors, all documents which establish the time periods, individuals involved, hours for the individuals, and rates for individuals.
  24. Worksheets, software, and all other documents used by Contractor to prepare its bid.
- C. The audit may be performed by employees of Owner or a representative of Owner. Contractor and its Subcontractors shall provide adequate facilities acceptable to Owner for the audit during normal business hours. Contractor and all Subcontractors shall make a good-faith effort to cooperate with Owner's auditors.

## **PART 9 - 00709.00 TERMINATION OF THE WORK**

### **00709.01 TERMINATION BY OWNER FOR CAUSE**

- A. Owner may, upon 7 days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of Owner) the Work or any part of it for cause upon the occurrence of any one or more of the following events:
1. Contractor fails to prosecute the Work or any portion thereof with sufficient diligence to ensure Substantial Completion of the Work within the Contract Time.
  2. Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of its insolvency.

## **DIVISION 0 – GENERAL CONDITIONS**

3. Contractor fails in a material way to replace or correct Work not in conformance with the Contract Documents.
  4. Contractor repeatedly fails to supply skilled workers or proper materials or equipment.
  5. Contractor repeatedly fails to make prompt payment due to Subcontractors or for labor.
  6. Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction.
  7. Contractor is otherwise in material breach of any provision of the Contract Documents.
- B. Upon termination, Owner may at its option:
1. Take possession of the Project site and take possession of or use all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of and to finish the Work
  2. Accept assignment of subcontracts pursuant to *SECTION 00705.21*.
  3. Finish the Work by whatever other reasonable method it deems expedient.
- C. Owner's rights and duties upon termination are subject to the prior rights and duties of the surety, if any, obligated under any bond provided in accordance with the Contract Documents.
- D. When Owner terminates the Work in accordance with this section, Contractor shall take the actions set forth in *SECTION 00709.02B* and shall not be entitled to receive further payment until the Work is accepted.
- E. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for A/E's services and expenses made necessary thereby and any other extra costs or damages incurred by Owner in completing the Work, or as a result of Contractor's actions, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to Owner. These obligations for payment shall survive termination.
- F. Termination of the Work in accordance with this section shall not relieve Contractor or its surety of any responsibilities for Work performed.
- G. If Owner terminates Contractor for cause and it is later determined that none of the circumstances set forth in *SECTION 00709.01A* exist, then such termination shall be deemed a termination for convenience pursuant to *SECTION 00709.02*.

### **00709.02 TERMINATION BY OWNER FOR CONVENIENCE**

- A. Owner may, upon written notice, terminate (without prejudice to any right or remedy of Owner) the Work or any part of it for the convenience of Owner.

## **DIVISION 0 – GENERAL CONDITIONS**

- B. Unless Owner directs otherwise, after receipt of a written notice of termination for either cause or convenience, Contractor shall promptly:
1. Stop performing Work on the date and as specified in the notice of termination.
  2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not terminated.
  3. Cancel all orders and subcontracts, upon terms acceptable to Owner, to the extent that they relate to the performance of Work terminated.
  4. Assign to Owner all of the rights, title, and interest of Contractor in all orders and subcontracts.
  5. Take such action as may be necessary or as directed by Owner to preserve and protect the work, Project site, and any other property related to this Project in the possession of Contractor in which Owner has an interest.
  6. Continue performance only to the extent not terminated.
- C. If Owner terminates the Work or any portion thereof for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination plus a reasonable allowance for overhead and profit on Work performed prior to termination and the reasonable administrative costs of the termination but shall not be entitled to any other costs or damages whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments. Contractor shall be required to make its request in accordance with the provisions of *SECTION 00707.00*.
- D. If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

## **PART 10 - 00710.00 MISCELLANEOUS PROVISIONS**

### **00710.01 GOVERNING LAW**

The Contract Documents and the rights of the parties herein shall be governed by the laws of the State of Washington. Venue shall be in Thurston County unless otherwise specified by the Owner.

### **00710.02 SUCCESSORS AND ASSIGNS**

Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party shall assign the Work without written consent of the other, except that Contractor may assign the Work for security purposes, to a bank or lending institution authorized to do business in the State of Washington. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in the Contract Documents.

**00710.03 MEANING OF WORDS**

Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or the code of any governmental authority, whether such reference be specific or by implication, shall be to the latest standard specification, manual, or code in effect on the date for submission of bids, except as may be otherwise specifically stated. Wherever in these Drawings and Specifications an article, device, or piece of equipment is referred to in the singular manner, such reference shall apply to as many such articles as are shown on the Drawings or are required to complete the installation.

**00710.04 RIGHTS AND REMEDIES**

No action or failure to act by Owner or A/E shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of an acquiescence in a breach therein, except as may be specifically agreed in writing.

**00710.05 CONTRACTOR REGISTRATION**

Pursuant to *RCW 39.06*, Contractor shall be registered or licensed as required by the laws of the State of Washington, including but not limited to *RCW 18.27*.

**00710.06 TIME COMPUTATIONS**

When computing any period of time, the day of the event from which the period of time begins shall not be counted. The last day is counted unless it falls on a weekend or legal holiday, in which event the period runs until the end of the next day that is not a weekend or holiday. When the period of time allowed is less than 7 days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

**0710.07 RECORDS RETENTION**

The wage, payroll, and cost records of Contractor and its Subcontractors, and all records subject to audit in accordance with *SECTION 00708.03*, shall be retained for a period of not less than 6 years after the date of Final Acceptance.

**00710.08 THIRD-PARTY AGREEMENTS**

The Contract Documents shall not be construed to create a contractual relationship of any kind between: A/E and Contractor; Owner and any Subcontractor; or any persons other than Owner and Contractor.

**00710.09 ANTITRUST ASSIGNMENT**

Owner and Contractor recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Contractor hereby assigns to Owner any and all claims for such overcharges as to goods, materials, and equipment purchased in connection with the Work performed in accordance with the Contract Documents, except as to overcharges that result from antitrust violations commencing after the Contract Sum is established and that are not passed on to Owner under a Change Order. Contractor shall put a similar clause in its Subcontracts and require a similar clause in its sub-Subcontracts, such that all claims for such overcharges on the Work are passed to Owner by Contractor.

**00710.10 IDENTIFICATION OF SUBCONTRACTORS FOR PROJECTS GREATER THAN \$1,000,000**

When an Owner's Estimate is in excess of \$1,000,000 for Public Works described in these documents, the bidder must as part of the bid, submit the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of the following:

- A. Heating, Ventilation, and Air Conditioning (HVAC);
- B. Plumbing, per RCW Chapter 18.106; and
- C. Electrical, per RCW Chapter 19.28 or to name itself for the work.

The Prime Contractor shall not list more than one subcontractor, or self, for each category of work identified.

Failure of the Prime Contractor to submit, as part of the bid names of such sub-contractors or itself to perform such work, or naming two (2) or more subcontractors to perform such work shall render the Contract bidder's bid as non-responsive and therefore void, in accordance with RCW 39.30.060.

END OF SECTION 00700



## DIVISION 0 – SUPPLEMENTAL CONDITIONS

### SECTION 00800 TABLE OF CONTENTS

#### 00800 SUPPLEMENTAL CONDITIONS

In accordance with the *GENERAL CONDITIONS*, *SUPPLEMENTAL CONDITIONS* take precedence over *GENERAL CONDITIONS*.

00802.07	Builders Risk Insurance
00810.13	Abbreviations of Administrative Organizations

**00802.07 BUILDERS RISK INSURANCE**

This section supersedes Section 00702.07.  
Builders Risk Insurance is not required.

**00810.13 ABBREVIATIONS OF ADMINISTRATIVE ORGANIZATIONS**

This section supplements **SECTION 00710.03** of the **GENERAL CONDITIONS**.

<b>TABLE 00810.13</b>	
<b>ABBREVIATIONS OF ADMINISTRATIVE ORGANIZATIONS</b>	
<i>AASHTO</i>	<i>American Association of State Highway and Transportation Officials</i>
<i>ACI</i>	<i>American Concrete Institute</i>
<i>AF&amp;PA</i>	<i>American Forest &amp; Paper Association</i>
<i>AIA</i>	<i>American Institute of Architects</i>
<i>AISC</i>	<i>American Institute of Steel Construction</i>
<i>AISI</i>	<i>American Iron and Steel Institute</i>
<i>AITC</i>	<i>American Institute of Timber Construction</i>
<i>ANSI</i>	<i>American National Standards Institute</i>
<i>APA</i>	<i>APA – The Engineered Wood Association</i>
<i>APWA</i>	<i>American Public Works Association</i>
<i>AREMA</i>	<i>American Railway Engineering and Maintenance-of-Way Association</i>
<i>ASCE</i>	<i>American Society of Civil Engineers</i>
<i>ASME</i>	<i>American Society of Mechanical Engineers</i>
<i>ASTM</i>	<i>ASTM International (formerly American Society of Testing and Materials)</i>
<i>AWPA</i>	<i>American Wood Protection Association</i>
<i>AWPI</i>	<i>American Wood Preservers Institute</i>
<i>AWS</i>	<i>American Welding Society</i>
<i>AWWA</i>	<i>American Water Works Association</i>
<i>CSI</i>	<i>Construction Specifications Institute</i>
<i>NEC</i>	<i>National Electrical Code</i>
<i>IAPMO</i>	<i>International Association of Plumbing and Mechanical Officials</i>
<i>IBC</i>	<i>International Building Code</i>
<i>IEEE</i>	<i>Institute of Electrical and Electronics Engineers</i>
<i>NEMA</i>	<i>National Electrical Manufacturers Association</i>
<i>NFPA</i>	<i>National Fire Protection Association</i>
<i>OSHA</i>	<i>Occupational Safety and Health Administration</i>
<i>RCW</i>	<i>Revised Code of Washington</i>
<i>SAE</i>	<i>SAE International (formerly Society of Automotive Engineers)</i>
<i>SSPC</i>	<i>Society of Protective Coatings (formerly Steel Structures Painting Council)</i>
<i>TAA</i>	<i>The Aluminum Association</i>
<i>UL</i>	<i>Underwriters Laboratories, Inc.</i>
<i>UMC</i>	<i>Uniform Mechanical Code (developed by the IAPMO)</i>
<i>UPC</i>	<i>Uniform Plumbing Code (developed by the IAPMO)</i>
<i>WAC</i>	<i>Washington Administrative Code</i>
<i>WISHA</i>	<i>Washington Industrial Safety and Health Administration</i>
<i>WSDOT</i>	<i>Washington State Department of Transportation</i>
<i>WWPA</i>	<i>Western Wood Products Association</i>

Reference herein to specifications issued by the above named or other organization shall mean the latest edition of said specifications, unless otherwise noted.

**SECTION 01000  
GENERAL REQUIREMENTS**

**01010 SUMMARY OF WORK**

This project encompasses work that will be performed at the WDFW access site located at Luhr's Landing Access Area in Olympia, Washington. Work Items, as described in the Specifications, include the following:

Bid Item 1: Provide all labor, materials, equipment, and miscellaneous items necessary for the removal and proper disposal of approximately 7 creosote-treated piling and assorted debris to include bracing and bird houses.

- A. The use of a vibratory hammer or direct pull extraction is the preferred method for pile removal. Contractor shall make every effort to remove the entire pile using methods described in the Hydraulic Project Approval (HPA) and the Washington Department of Natural Resources Derelict Creosote Piling Removal Best Management Practices (BMPs) prior to cutting any pile. Piles that are broken during the removal and/or cannot be fully removed by vibratory hammer or direct pull shall be cut and removed from the site. Pile cutting shall follow the conditions of the HPA and BMPs.
- B. To protect fish and shellfish habitats at the job site, work below the ordinary high water line must occur from July 15 and September 30 of any year. Due to the lengthy spawning period for surf smelt in this portion of Puget Sound work will also be allowed from September 30 through December 31 and January 1 through February 15 of any year. A WDFW biologist will be available to conduct the beach survey. WDFW Biologist availability is subject to adequate notice from the contractor.
  - 1. The survey will be of any location where the contractor will be working on or over the beach with equipment along with a 50-foot buffer area past the projected area. If the WDFW Biologist does not detect surf smelt eggs during a beach survey, work must begin within seventy-two hours of survey and you must complete the work within two weeks of the survey.
  - 2. The WDFW biologist will follow the department-approved intertidal forage fish spawning protocol and use the standard department data sheets when conducting forage fish spawning beach surveys. Within seventy-two hours of completing the survey, the WDFW biologist will submit the completed data sheets to the Department by emailing [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov), or by mailing to WDFW Post Office Box 43234, Olympia, Washington 98504-3234, or by faxing to (360) 902-2946. In addition, the biologist must preserve the winnowed portion of the sediment samples and retain them for a minimum of four weeks. The sediment samples must be provided to WDFW staff upon request.

## **DIVISION 1 – GENERAL REQUIREMENTS**

3. The contractor is responsible for coordinating with the WDFW Biologist to conduct the beach survey. The contractor will propose multiple dates for when the WDFW Biologist will need to conduct the beach survey with the intent to perform work within seventy-two hours of the survey. If the WDFW Biologist does detect surf smelt eggs during a beach survey, the contractor must select the next follow up beach survey date, and once again be able to perform work within seventy-two hours of the survey.
  4. If pile removal is unable to be performed prior to February 15, the contract may be extended to perform the pile removal from July 15 through July 31.
- C. Piling may be removed by barge. Operate vessels during tidal elevations that are adequate to prevent grounding of the barge. Operate vessels with minimal propulsion power and in adequate water depth to prevent impacts from grounding and propeller wash to seagrass, kelp, and forage fish spawning beds.
- D. If a treated wood piling breaks during extraction, remove the stump from the water column by fully extracting. If the stump cannot be fully extracted, remove the remainder of the stump with a clamshell bucket, chain, or similar means, or cut it off three feet below the mudline. Cap all buried cut stumps and fill holes left by piling extraction with clean sediment that matches the native material.
- E. When removing creosote piling, containment booms and absorbent booms (or other oil absorbent fabric) must be placed around the perimeter of the work area to capture wood debris, oil, and other materials released into marine waters as a result of construction activities to remove creosote pilings. All debris on the bed and accumulated in containments structures must be collected and disposed upland at an approved disposal site.
- F. It is imperative that the Purple Martin bird houses are removed prior to January 2022. Failure to remove the bird house may result in the birds breeding and building their nests, which will prevent the pile removal from occurring. The Purple Martin birds can begin breeding anytime between January and April.

### **01011 OWNER FURNISHED ITEMS**

Not Used.

### **01012 CONTRACT TIME**

The bidder agrees to achieve Substantial Completion within 60 calendar days after date of Notice to Proceed and achieve Final Completion within 15 calendar days of Substantial Completion.

### **01025 UNIT PRICE BASE BID MEASUREMENT AND PAYMENT**

Not Used.

**01030 SCHEDULE OF VALUES**

- A. Prior to the preconstruction meeting, the Contractor shall submit on the provided form a detailed Schedule of Values to the Owner for approval. The Schedule shall show in detail all items performed on this Project. For each major line item, list sub-values of material and installation. The sum of all values listed in the Schedule shall equal the total Base Bid.
- B. The Contractor shall include a line item identified as "Submittal of Signed Permits, Project Record, and Operation and Maintenance Manuals." This item shall be assigned a value of \$1,000. The amount will be withheld from the final payment until Project Owner has received and approved the above mentioned document(s).

**01040 COORDINATION**

- A. The Contractor shall, before preparing the construction schedule, consult with the Owner to determine any particular scheduling or operational coordination conditions that will arise during the course of construction and coordinate work accordingly to minimize disruption to Owner or to progress of the work.
- B. The Contractor shall coordinate all materials, supplies, subcontract work, and its own work to ensure conflict-free and uniform flow of construction activities to completion within time set forth in Paragraph 01012.

**01060 REGULATORY REQUIREMENTS**

- A. Washington Department of Fish and Wildlife has obtained the following listed permits:
  - U.S. Army Corps of Engineers Permit (USACE)
  - Hydraulic Project Approval (HPA)
  - Shoreline Substantial Development Permit (SSDP)
  - 1. The permits with provisions affecting the construction methods or schedule of this project have been incorporated in Attachment 1 at the end of this division. The Contractor shall abide by all restrictions noted in these permits as the construction is in progress.
  - 2. All other permits or fees required by local, state, or federal governmental agencies necessary for the accomplishment of this project shall be obtained and paid for by the Contractor, except that any utility company costs for new permanent service shall be paid directly to the utility company by the State.
  - 3. All costs associated with obtaining the permits, including labor, materials, and equipment shall be included in the Base Bid, except for permit fees.
  - 4. The Contractor shall pay all permit fees. The Contractor shall not include any permit fees in the Base Bid. The State shall reimburse the Contractor by Change Order for the actual fees charged by city, state, or county authorities with no Contractor markup. The Contractor shall provide to the State documentation regarding costs for fees paid.
- B. The Contractor shall notify city, county, and state authorities of any inspections and/or approvals required.

## **DIVISION 1 – GENERAL REQUIREMENTS**

- C. Contractor shall follow the Cultural Resource plan including Inadvertent Discovery Plan shown in Attachment 2.
- D. Contractor shall make every effort to remove the entire pile using methods described in the HPA and Washington Department of Natural Resources Derelict Creosote Piling Removal Best Management Practices (BMPS) for Pile Removal and Disposal prior to cutting any pile. Pile cutting shall follow the conditions of the HPA and BMPS as shown in Attachment 3.

### **01100 SPECIAL PROJECT PROCEDURES**

- A. All WDFW Public Works contracts will adhere with the Governor's guidance for COVID-19 protocol on construction projects.

Additionally, the Contractor must be in compliance all COVID-19 protocol set forth by Washington L&I (<https://lni.wa.gov/safety-health/safety-topics/topics/coronavirus>). The Contractor must also be aware of the specific county COVID-19 procedures and ensure compliance is met with county requirements. The Department of Fish and Wildlife requires masks are worn by everyone on the job site, at all times, working around others.

No newly authorized projects are permitted to break social distancing standards. A written job site safety plan will be submitted, which must be approved by WDFW prior to construction and posted on the job sites during construction.

The written job site safety plan is a comprehensive COVID-19 exposure control, mitigation, and recovery plan. If the 6-foot rule cannot be followed at all times, a hazard assessment and control plan will also need to be submitted.

### **01200 PROJECT MEETINGS**

Contractor shall attend a preconstruction meeting with the Owner's representative prior to receiving the Notice to Proceed, to discuss the work and contracting procedures.

### **01300 CONTRACTOR SUBMITTALS**

- A. Preliminary Submittals

Within 7 calendar days after the date of Notice to Proceed, the Contractor shall submit the following items to the Owner for review:

1. A preliminary schedule of Shop Drawings and Samples. The schedule of submittals shall be based on Contractor's priority, planned construction sequence and schedule, long lead items, and size of submittal package. Allow time for project resubmittals. The Owner is not responsible for any delay associated with project resubmittals. The schedule shall include at a minimum the submittal number, Specification section and description of the submittal contents.
2. A list of permits and licenses the Contractor shall obtain, indicating the agency required to grant the permit, such as building permits, equipment or clearance permits, etc. and the expected date of submittal for the permit and required date for receipt of the permit.

## **DIVISION 1 – GENERAL REQUIREMENTS**

### **B. Preconstruction Conference Submittals**

At the preconstruction conference of Paragraph 01010 - Summary of Work, the Contractor shall submit the following items to the Owner for review:

1. A preliminary Schedule of Values.
2. An Initial Schedule Submittal in accordance with Division 0 – General Conditions 00703.2.

### **C. Shop Drawings**

Not Used.

### **D. Samples**

Not Used.

### **E. Record Drawings**

Not Used.

### **F. Quality Control ("QC") Submittals**

Not Used.

## **01510 TEMPORARY UTILITIES**

- A. Contractor shall supply and maintain all necessary and temporary electrical services as required for construction of this project. These services shall include temporary lighting receptacles for extension cords and outlets for power tools. Contractor shall pay for all power.
- B. The Contractor shall provide adequate temporary toilet facilities, where directed, when work is started for all those connected with the work. The Contractor shall keep the toilet facilities in a sanitary condition and remove the toilet facilities at the end of the project and disinfect the premises.
- C. Drinking water is not available at the site. Provide single-service containers or a sanitary drinking device from a proven safe source for all those connected with the work.
- D. Water for construction purposes is not available at the site.

## **01730 OPERATIONS AND MAINTENANCE (O&M) MANUALS**

Not Used.

END OF SECTION 01000

## **ATTACHMENT 1 – PERMITS**

**U.S. Army Corps of Engineers Permit (USACE)  
Hydraulic Project Approval (HPA)  
Shoreline Substantial Development Permit (SSDP)**





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

Regulatory Branch

January 6, 2021

Christina L. Gourley  
Washington Department Fish and Wildlife  
600 Capitol Way N  
Olympia, Washington 98501

Reference: NWS-2019-983  
Washington Department of  
Fish and Wildlife  
(Luhr's Landing  
Rehabilitation)

Dear Ms. Gourley:

We have reviewed your application to perform upgrades to an existing boat launch and recreational area. Work includes discharging up to 11 cubic yards (CY) of crushed rock and no more than 16 CY of articulated concrete mats around the existing boat ramp; removing 26 derelict piles; large woody debris placement; up to 70 CY of beach nourishment material in McAllister Creek/Hogum Bay near Olympia, Thurston County, Washington. Upland ancillary work includes coir lifts for vegetation placement, parking lot improvements, vault toilet replacement and installing of a new drainage system. Based on the information you provided to us, Nationwide Permit (NWP) 3, *Maintenance* NWP 27, *Aquatic Habitat Restoration, Enhancement and Establishment* (Federal Register January 6, 2017, Vol. 82, No. 4), authorizes your proposal as depicted on the enclosed drawings dated September 8, 2020.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 3 and 27, Terms and Conditions* and the following special conditions:

a. 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.

b. This U.S. Army Corps of Engineers (Corps) permit does not authorize you to take a threatened or endangered species, in particular the Puget Sound steelhead and Chinook, Hood Canal summer-run chum, Puget Sound/Georgia Basin yelloweye rockfish and bocaccio, Southern Resident killer whale, and the Southern Distinct Population of sturgeon. In order to legally take a listed species, you must have a separate authorization under the Endangered Species Act (ESA; e.g., an ESA Section 10 permit, or ESA Section 7 consultation Biological Opinion (BO) with non-discretionary “incidental take” provisions with which you must comply). The enclosed BO prepared by the National Marine Fisheries Service (NMFS) November 9, 2020, contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with the specified “incidental take” in the BO (NMFS Reference Number WRCO-2020-01361. Your authorization under this Corps permit is conditional upon your compliance with all of the mandatory terms and conditions associated with incidental take of the enclosed BO. These terms and conditions are incorporated by reference in this permit. Failure to comply with the terms and conditions associated with incidental take of the BO, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute non-compliance with your Corps permit. The NMFS is the appropriate authority to determine compliance with the terms and conditions of its BO and with the ESA.

c. You must implement and abide by the ESA requirements and/or agreements set forth in the Luhr’s Landing Access Site Redevelopment dated June 30, 2019, in its entirety. The U.S. Fish and Wildlife Service (USFWS) provided the enclosed LOC with a finding of “may affect, not likely to adversely affect” based on this document on July 1, 2020 (USFWS Reference Number #01EWF00-2020-I-0471). USFWS agencies will be informed of this permit issuance. Failure to comply with the commitments made in this consultation constitutes non-compliance with the ESA and your U.S. Army Corps of Engineers permit. The USFWS is the appropriate authority to determine compliance with ESA.

d. Incidents where any individuals of fish species, marine mammals and/or sea turtles listed by National Oceanic and Atmospheric Administration Fisheries (NOAA Fisheries) under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the U.S. or structures or work in navigable waters of the U.S. authorized by this Nationwide Permit verification shall be reported to NOAA Fisheries, Office of Protected Resources at (301) 713-1401 and the Regulatory Office of the Seattle District of the U.S. Army Corps of Engineers at (206) 764-3495. The finder should leave the animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure or some unnatural cause. The finder may be asked to carry out instructions provided by NOAA Fisheries to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

e. You shall implement and abide by the Washington State Department of Fish & Wildlife Archaeological Monitoring Scope and Plan dated April 17, 2020. A professional archaeologist shall be on-site for the monitoring areas identified in the plan.

f. You shall prepare and submit a summary report of the findings of the archaeological monitoring (positive or negative) to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch within 60 days after monitoring has been completed. The report must prominently display the reference number NWS-2019-983.

g. If human remains, historic resources, or archaeological resources are encountered during construction, all ground disturbing activities shall cease in the immediate area and you shall immediately (within one business day of discovery) notify the U.S. Army Corps of Engineers (Corps), Seattle District, Regulatory Branch. You shall perform any work required by the Corps in accordance with Section 106 of the National Historic Preservation Act and Corps regulations.

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 be reminded that Special Condition “b” of your permit requires that you implement and abide by the ESA requirements set forth in the Biological Opinion BO for this project. The non-discretionary terms and conditions are listed in Section 2.9.4. In particular, you must provide monitoring and reporting, as described in term and condition 5 of the BO, including notification to the National Marine Fisheries Service on the start date of project construction and a project completion report within 60 days of the project being completed.

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.

McAllister Creek confluence with Hogum Bay is a water of the U.S. The Section 10 jurisdictional boundaries are shown on the enclosed permit drawings. If you believe these boundaries are inaccurate, 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.

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 NWP authorization is valid until March 18, 2022, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work 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*. 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. These documents and information about our program are available on our website at [www.nws.usace.army.mil](http://www.nws.usace.army.mil), select "Regulatory Branch, Permit Information" and then "Contact Us." If you have any questions, please contact me at [danette.l.guy@usace.army.mil](mailto:danette.l.guy@usace.army.mil) or (206) 348-3999.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Danette L. Guy', is written over a light gray circular background.

Danette L. Guy, Project Manager  
Regulatory Branch

Enclosures



# HYDRAULIC PROJECT APPROVAL

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

Issued Date: May 13, 2021  
Project End Date: October 29, 2025

Permit Number: 2020-6-432+02  
FPA/Public Notice Number: N/A  
Application ID: 21476

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
WDFW ATTENTION: Christina Gourley 600 Capitol Way N Olympia, WA 98501-1076	

**Project Name:** Luhr's Landing Water Access Redevelopment

**Project Description:** The project site is a public boat launch and water access area on two parcels totaling 2.76 acres. Property improvements will include ADA-compliant parking; general parking improvements including grading, paving, and striping; improving surface water runoff management by installing a new drainage system; replacing the existing vault toilet with an ADA-compliant vault toilet; applying a large woody debris placement strategy with beach nourishment including spawning gravels; supporting the current boat launch by installing new articulated concrete mats for erosion protection and reduced maintenance; and removing 21 remnant piles from a previously removed pier.

The purpose of the project is to provide ADA compliant access, create parking improvements, improve surface water runoff management by installing a new drainage system, and remove 21 remnant piles from a previously removed pier. The improvements will allow for more accessibility to water for public use. Beach nourishment and LWD placement will provide additional refugia and spawning opportunities to nearshore organisms.

## PROVISIONS

### AUTHORIZED WORK TIMES

- 1. TIMING LIMITATION:** To protect fish and shellfish habitats at the job site, work below the ordinary high water line must occur from July 15 and September 30 of any year. Due to the lengthy spawning period for surf smelt in this portion of Puget Sound work will also be allowed from September 30 through December 31 and January 1 through February 15 of any year if a biologist approved by the Department of Fish and Wildlife does not detect surf smelt eggs during a beach survey. Work must begin within seventy-two hours of survey and you must complete the work within two weeks of the survey. The biologist must follow the department-approved intertidal forage fish spawning protocol and use the standard department data sheets when conducting forage fish spawning beach surveys. A list of certified biologists, the approved protocol and data sheets are available on the department's web site [http://wdfw.wa.gov/licensing/hpa/technical\\_assistance.html](http://wdfw.wa.gov/licensing/hpa/technical_assistance.html). The biologist must submit the completed, data sheets to the department within seventy-two hours of completing the survey to WDFW by e-mail at [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946. In addition, the biologist must preserve the winnowed portion of the sediment samples and retain them for a minimum of four weeks. The sediment samples must be provided to WDFW staff upon request.
- 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 "A559181p - Access Redevelopment (1).pdf", uploaded to APPS on September 30, 2020, "Eel Grass Proposed Buffer (1).pdf", uploaded to APPS on September 30, 2020, "Eel Grass Existing Buffer.pdf", uploaded to APPS on September 30, 2020, except as modified by this Hydraulic



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Project Approval. You must have a copy of these plans available on site during all phases of the project construction.

3. **APPROVED WORK:** The existing 1,692 square foot concrete boat ramp must only be expanded by adding articulated concrete mats (ACM) on either side of the boat ramp and at the end of the ramp for a total of 2,678 square feet of boat ramp and ACM below the Ordinary High Water Line (OHWL). Installation of a new 96 square foot ACM outfall dissipation pad for a new stormwater outfall. Installation of soft bank protection along 28 linear feet of the Ordinary High Water Line. Placement of 5 pieces of anchored large wood on the upper intertidal beach.

4. **REQUIRED MITIGATION:** Removal of quarry spalls within the footprint of the beach nourishment placement, removal of quarry spalls within excavator reach of the boat ramp, placement of 2,171 square feet of beach nourishment material north of the boat ramp, removal of 21 creosote pilings that are waterward of the OHWL.

### NOTIFICATION

5. **PRE- AND POST-CONSTRUCTION NOTIFICATION:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the inspection.

6. **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

7. 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.

8. Limit the removal of native bankline vegetation to the minimum amount needed to construct the project.

9. Retain all natural habitat features on the beach larger than twelve inches in diameter including trees, stumps, logs, and large rocks. These natural habitat features may be moved during construction but they must be placed near the preproject location before leaving the job site.

10. Check equipment daily for leaks and complete any required repairs before using the equipment in or near the water.

11. Lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols are recommended for use in equipment operated in or near water.

12. Operate vessels with minimal propulsion power and in adequate water depth to prevent impacts from grounding and propeller wash to seagrass, kelp, and forage fish spawning beds.

13. Restrict vessel operation to tidal elevations adequate to prevent propeller related damage to seagrass and kelp.

14. Operate vessels during tidal elevations that are adequate to prevent grounding of the barge.

15. Do not deploy anchors or spuds in seagrass or kelp.

16. Maintain anchor cable tension, set and retrieve anchors vertically, and prevent mooring cables from dragging to avoid impacts to seagrass and kelp.



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17. Relocate vessels moored over seagrass between March 21 and September 21 every 4th day to minimize shading of seagrass.

### CONSTRUCTION MATERIALS

18. Do not use native bed material, other than material excavated for bulkhead footings or placement of bulkhead base rock, for project construction or fills.

19. To prevent leaching, construct forms to contain any wet concrete. Place impervious material over any exposed wet concrete that will come in contact with waters of the state. Forms and impervious materials must remain in place until the concrete is cured.

20. 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](http://www.wwpinstitute.org).

### CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

21. Do not conduct project activities when the work area is inundated by tidal waters. Piling can be removed using a barge when the area is inundated by tidal waters.

22. Prevent contaminants from the project, such as petroleum products, hydraulic fluid, fresh concrete, sediments, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.

23. 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.

### SOFT BANK PROTECTION

24. The length of the soft bank protection must not exceed 28 feet as shown in the approved plans.

25. A minimum 85% of the soft bank protection must be constructed with naturally occurring materials (e.g., live plantings, rootwads, large woody material, beach nourishment) that allow or mimic natural shoreline processes.

26. Establish the waterward distance of the soft bank protection from a permanent benchmark (fixed objects) before starting work on the project. The benchmarks are located and shown on the approved plans "Eel Grass Proposed Buffer (1).pdf", uploaded to APPS on September 30, 2020, and must be marked in the field, and protected to serve as a post-project reference for ten years.

27. The large wood must be oriented to the shoreline as shown on the approved plans.

28. Partially bury, and if necessary, anchor rootwads and other large woody material to limit movement during high tides or wave action.

29. Keep the use of equipment on the beach to a minimum, confined to a single access point, and limited to a 25-foot work corridor waterward of the footing. Construction material must not touch the beach outside this work corridor.

30. Do not stockpile excavated materials containing silt, clay, or fine-grained soil waterward of the ordinary high water line.

31. You may stockpile sand, gravel, and coarse excavated material waterward of the ordinary high water line provided the material is placed within the 25-foot work corridor waterward of the base rocks.

32. Prior to tidal inundation, backfill all trenches, depressions, or holes created during construction waterward of the ordinary high water line.

33. Remove all stockpiled and excavated material from the beach within 72 hours of bulkhead construction.



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### PILE REMOVAL

34. Remove 21 of the existing creosote piling and dispose of them in an upland area above extreme high tide waters.

35. Piling may be removed by an excavator on the beach or by barge.

36. If an excavator is used, keep the use of equipment on the beach to a minimum, confined to a single access point, and limited to within 10 feet of the pilings as a work corridor. Construction material must not touch the beach outside this work corridor. The equipment tracks must stay at least 10 feet from any eelgrass present in the work area.

37. Piling removal:

a. Vibratory or direct pull extraction is the preferred method of pile removal.

b. Place the piling on a construction barge or other dry storage site after the piling is removed. The piling must not be shaken, hosed off, left hanging to dry or any other action intended to clean or remove adhering material from the piling near waters of the state.

c. If a treated wood piling breaks during extraction, remove the stump from the water column by fully extracting. If the stump cannot be fully extracted, remove the remainder of the stump with a clamshell bucket, chain, or similar means, or cut it off three feet below the mudline. Cap all buried cut stumps and fill holes left by piling extraction with clean sediment that matches the native material.

d. When removing creosote piling, containment booms and absorbent booms (or other oil absorbent fabric) must be placed around the perimeter of the work area to capture wood debris, oil, and other materials released into marine waters as a result of construction activities to remove creosote pilings. All debris on the bed and accumulated in containments structures must be collected and disposed upland at an approved disposal site.

e. Submit post-project surveys (e.g., underwater video, photos at low-tide) along transects within the project area to Washington Department of Fish and Wildlife within two weeks of pile removal to verify debris removal.

### BOAT RAMP & LAUNCH

38. The boat ramp/launch and associated articulated concrete mat must not be more than 133.65 feet in length as measured from the top of the existing concrete ramp.

39. The existing concrete ramp must remain in place, except for the removal of the most waterward 4' long by 12' wide concrete ramp plank. This plank must be placed above the limits of extreme high tidal water.

40. The existing concrete blocks that surround the upper boat ramp must be removed and disposed of above the limits of extreme high tide.

41. The articulated concrete mat (ACM) placed around the existing concrete boat ramp must be no larger than 4' wide by 115.65' long on the north side of the ramp, 4' wide by 101.7' long on the south side of the ramp. At the waterward end of the ramp the ACM must only be 2' wide by 12' feet long on the north side of the ramp, and 2' wide by 12' wide on the south side of the ramp. The ACM at the eastern edge of the ramp must only be 6' long and 12' wide.

42. Do not disturb or remove existing large woody material and boulders located along the shoreline, except those within the boat ramp/launch work area.

43. Construct the finished elevation of the boat ramp/launch to be at the natural beach grade as shown in the approved plans.

44. Construct the side slopes of the boat ramp to be no steeper than one and one-half feet horizontal to one foot vertical.

45. The clean gravel adjacent to the articulated concrete mats shown in the approved plans must be the approved beach nourishment material or native beach material.

46. Keep the use of equipment on the beach to a minimum, confined to a single access point, and limited to within 10 feet of the lateral edges of the boat ramp as a work corridor. Construction material must not touch the beach outside this work corridor.

47. You may stockpile coarse excavated material waterward of the ordinary high water line provided the material is





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placed within the ten feet of the boat ramp/launch footprint.

48. Place sediment and woody material removed from ramps and launches at or waterward of the ordinary high water line and downdrift of the structure.

### OUTFALL

49. Remove any quarry spalls scattered, or abandoned outside the original design footprint from the bed and deposit it an upland area above the limits of extreme high tidal water.

50. Ensure the energy dissipation devices, and pipeline outfalls are free of obstructions for the life of the project to ensure proper functioning of the stormwater management system.

51. The energy dissipater for the stormwater outfall must be no larger than 8' wide by 12' long. The approved energy dissipater material is an articulated concrete mat.

52. Do not locate the waterward face of the energy dissipater more than 12 feet waterward of the existing bankline.

53. The pipeline outfall must be configured to minimize both erosion of bed materials and adverse impacts to habitat.

### DEBRIS REMOVAL

54. Remove any quarry spalls scattered, or abandoned within excavator reach of the boat ramp outside the original design footprint of the boat ramp. Remove any quarry spalls scattered, or abandoned within the 2,171 square feet of proposed beach nourishment material placement area and deposit the quarry spalls in an upland area above the limits of extreme high tidal water.

### BEACH NOURISHMENT MATERIAL

55. Place beach nourishment material over approximately 2,171 square feet of beach waterward of the Ordinary High Water Line.

56. Sand and gravel placed on the beach should be appropriately sized to provide forage fish spawning substrate following the provisions below:

a. For surf smelt spawning beaches, material placed must be in compliance with the following specifications:

Sieve Size Percent passing by weight

5/8-inch 100

3/8-inch 90-100

1/16-inch 40-50

1/100-inch (.25mm) 0-5

b. Spread the material along the entire 2,267 square foot area shown in the approved plans.

c. Use clean, round gravel, not crushed or angular rock.

d. The mix must not contain fine silt or clay type soils.

### DEMOBILIZATION/CLEANUP

57. 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 upland.

58. Reshape beach area depressions created during project activities to preproject beach level upon project completion.

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

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



## HYDRAULIC PROJECT APPROVAL

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

Issued Date: May 13, 2021  
Project End Date: October 29, 2025

Permit Number: 2020-6-432+02  
FPA/Public Notice Number: N/A  
Application ID: 21476

LOCATION #1:	Site Name: Luhr's Landing Water Access Site 4849 D'Milluhr Dr NE, Olympia, WA 98516					
WORK START:	October 30, 2020			WORK END:	October 29, 2025	
<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
11 - Nisqually		Wria 11 Marine				
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	30	19 N	01 E	47.100896	-122.727183	Thurston
<u>Location #1 Driving Directions</u>						
From Interstate 5, take exit 114 and head southwest on Martin Way, turn right onto Meridian Road NE to the roundabout and head north on Meridian Road NE. Take a right onto 46th Avenue then a left onto D'Milluhr Road.						

### APPLY TO ALL HYDRAULIC PROJECT APPROVALS

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

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

This Hydraulic Project Approval does not authorize trespass.

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

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

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



## HYDRAULIC PROJECT APPROVAL

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

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Project End Date: October 29, 2025

Permit Number: 2020-6-432+02

FPA/Public Notice Number: N/A

Application ID: 21476

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

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

### APPEALS INFORMATION

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

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



## HYDRAULIC PROJECT APPROVAL

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

Issued Date: May 13, 2021

Project End Date: October 29, 2025

Permit Number: 2020-6-432+02

FPA/Public Notice Number: N/A

Application ID: 21476

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

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

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

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

Habitat Biologist

[Darrin.Masters@dfw.wa.gov](mailto:Darrin.Masters@dfw.wa.gov)

Darrin Masters

360-764-9942

for Director

WDFW



COUNTY COMMISSIONERS

John Hutchings  
District One

Gary Edwards  
District Two

Tye Mesner  
District Three

**COMMUNITY PLANNING &  
ECONOMIC DEVELOPMENT DEPARTMENT**

*Creating Solutions for Our Future*

Joshua Cummings, Director

September 14, 2020

CERTIFIED

Shorelands Permit Coordinator  
Shorelands and Environmental Assistance Program  
Department of Ecology - Southwest Regional Office  
P.O. Box 47775  
Olympia, WA 98504-7775

Washington State Attorney General  
Ecology Division  
1125 Washington Street SE  
Olympia, WA 98504-0100

**SUBJECT: PROJECT No. 2019105937, WDFW Lake Luhr's Landing Redevelopment**

Dear Sir/Madam:

We are enclosing a Shoreline Management Permit recently issued by Thurston County. The permit is accompanied by relevant information from the case file. Additional information can be found online by searching the Permit Archives at [permitarchives.com](http://permitarchives.com).

Should you have any questions, please feel free to contact our office at (360) 786-5490.

Sincerely,

Scott McCormick, MES  
Associate Planner

Q:\Planning\Amanda Save File\JARPA - Shoreline Substantial Development XC\Shoreline Permit\SHORELIN.PERMIT.Form.doc  
Enclosures

cc/enc: APPLICANT AND REPRESENTATIVE  
Theresa Nation, WDFW  
cc: Brett Bures, CPED

2000 Lakeridge Drive SW, Olympia, Washington 98502 (360) 786-5490/FAX (360) 754-2939  
TDD (360) 754-2933 Website: [www.co.thurston.wa.us/permitting](http://www.co.thurston.wa.us/permitting)



SHORELINE MANAGEMENT ACT OF 1971  
PERMIT FOR SHORELINE MANAGEMENT SUBSTANTIAL DEVELOPMENT  
THURSTON COUNTY

**Date:** September 14, 2020

Type of Action: **Substantial Development Permit**  
Project No.: **2019105937**  
Sequence No.: **19-114743 XC**  
Administering Agency: **Thurston County Community Planning & Economic Development**

Date Decision Received: **August 26, 2020**

DECISION: **APPROVED**

Pursuant to RCW 90.58, a Permit is hereby granted to: **Washington Department of Fish and Wildlife**

**PROJECT:** Approval of a Shoreline Substantial Development Permit to make boat launch, parking, ADA access, stormwater, restroom, and habitat improvements at Luhr's Landing.

**PROPERTY LOCATION:** 4849 and 4949 D'Milluhr Rd NE, Olympia WA

The project will be within a shoreline of the state (RCW 90.58.030)(2)(c). The project will be located within a **Rural** shoreline designation. Development pursuant to this permit shall be undertaken pursuant to the following terms and conditions:

**SEE ATTACHED**

Construction or substantial progress toward construction of a project for which a permit has been granted pursuant to this program must be undertaken within two (2) years after the approval of the permit by the Legislative Body or the end of appeal processes, if such have been initiated, or the permit shall terminate.

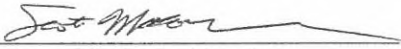
No permit authorizing construction shall extend for a term of more than five (5) years. If a project for which a permit has been granted has not been completed within five (5) years after the approval of the permit by the local government, a single extension of up to one year may be authorized. A request for extension must be filed before the expiration of the five year permit period.

This Permit is granted pursuant to the Shoreline Management Act of 1971, and nothing in this Permit shall excuse the applicant from compliance with any other federal, state or local statutes, ordinances or regulations applicable to this project, but not inconsistent with the Shoreline Management Act (Chapter 90.58 RCW).

This Permit may be rescinded pursuant to RCW 90.58.140(7) in the event the permittee fails to comply with the terms or conditions hereof.

CONSTRUCTION PURSUANT TO THIS PERMIT WILL NOT BEGIN OR IS NOT AUTHORIZED UNTIL THIRTY (30) DAYS FROM THE DATE OF FILING THE FINAL ORDER OF THE LOCAL GOVERNMENT WITH THE REGIONAL OFFICE OF THE DEPARTMENT OF ECOLOGY AND THE ATTORNEY GENERAL, OR UNTIL ALL REVIEW PROCEEDINGS INITIATED WITHIN THIRTY (30) DAYS FROM THE DATE OF SUCH FILING HAVE TERMINATED.

9-14-20  
Date

  
Signature of Authorized Local  
Government Official

## **ATTACHMENT**

### **SHORELINE MANAGEMENT ACT OF 1971 PERMIT FOR SHORELINE SUBSTANTIAL DEVELOPMENT THURSTON COUNTY**

**PROJECT NO. 2019105937  
SEQUENCE NO. 19-114743 XC**

1. No physical work shall be initiated until the applicant obtains all required State and Federal permits and approvals, including a Hydraulic Project Approval (HPA) from the Washington State Department of Fish and Wildlife (WDFW).
  2. All construction shall be in substantial compliance with the plans included in the project JARPA application and shall comply with all applicable general policies and use regulations of the Shoreline Master Program for the Thurston Region (SMPTR).
  3. The Applicant shall remove construction debris and other debris related to mitigation to an approved site (landfill or recycling center) outside of the shoreline area to avoid degradation of state waters.
  4. During construction, all releases of oils, hydraulic fluids, fuels and other deleterious materials must be contained and removed in a manner that will prevent their discharge to waters and soils of the state. The cleanup of spills shall take precedence over all other work at the site. Spill prevention and response material shall be kept at the site for quick response to any toxic spills, such as fuel, at the site.
  5. If archaeological artifacts are observed during construction, all work shall be immediately halted. The State Department of Archaeology and Historic Preservation, the Thurston County Community Planning and Economic Development Department and affected Tribes shall be contacted to assess the situation prior to resumption of work.
  6. An archaeological monitor shall be present during project implementation.
  7. A tank placement permit application must be submitted for the proposed vault toilet. The application must be reviewed and receive approval from Environmental Health prior to the release of the building permit.
  8. All project activities shall comply with the requirements outlined in the May 4, 2020 memorandum from Thurston County Public Works in the record at Exhibit 1.W.
-

Appendix A  
Shoreline Management Act  
Permit Data Sheet and Transmittal Letter

**From:** Thurston County Community Planning &  
Economic Development  
2000 Lakeridge Drive SW  
Olympia, WA 98502

**To:** Shorelines Permit Coordinator  
Shorelands & Environ. Assist. Program  
Department of Ecology - SW Region Office  
PO Box 4775  
Olympia, WA 98504-7775

**Date of Transmittal:** September 14, 2020

**Date of Receipt:** (provided by Ecology)

**Type of Permit: (indicate all that apply)**

Substantial Development ☒ Conditional Use ☐ Variance ☐ Revision ☐ Other ☐

**Local Government Decision:** Approval ☐ Conditional Approval ☒ Denial ☐

**Applicant Information:**

Chris Gourley, WDFW  
600 Capitol Way N  
Olympia WA 98501

**Applicant's Representative (if primary contact)**

**Is the Applicant the property owner?** YES ☒ NO ☐

**Location of Property:** 4849 and 4949 D'Milluhr Rd NE, Olympia WA

**Water Body Name:** Puget Sound

**Shoreline of Statewide Significance:** YES ☒ NO ☐

**Environment Designation:** Rural

**Description of Project:** Approval of a shoreline substantial development permit to make boat launch, parking, ADA access, stormwater, restroom, and habitat improvements at Luhr's Landing.

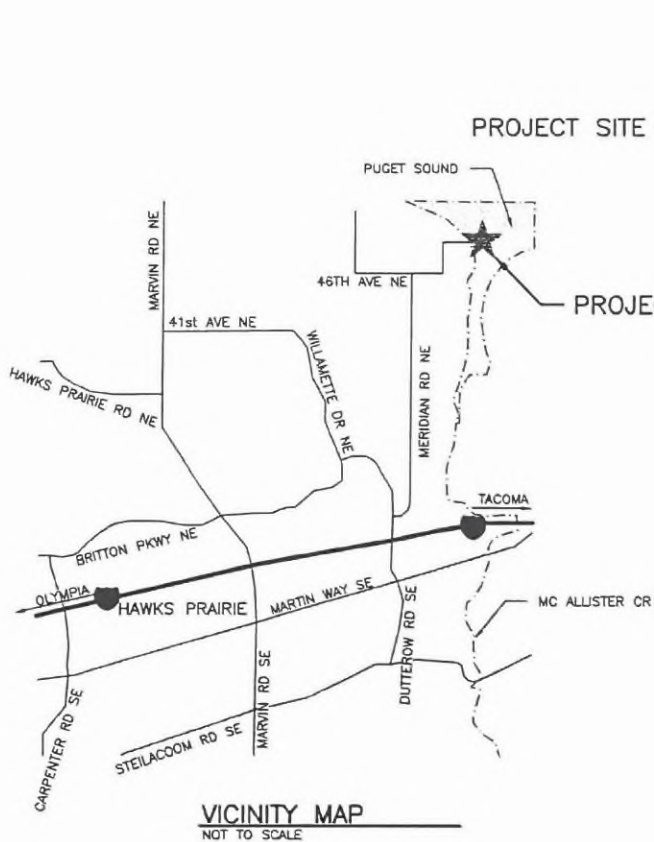
**Notice of Application Date:** January 16, 2020

**Hearing Examiner Decision Date:** August 26, 2020

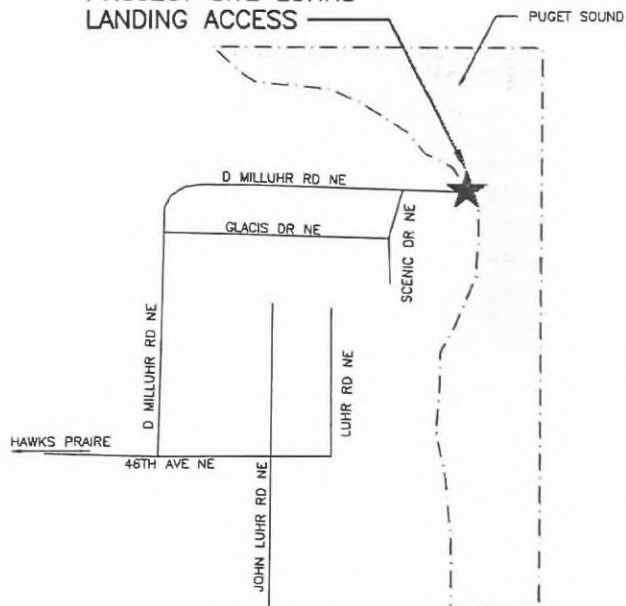
**Final Decision Date:** September 10, 2020

By: Scott McCormick, (360) 867-2116





### PROJECT SITE LUHRS LANDING ACCESS



CASE NO.	2019105937
APPROVED BY THE THURSTON COUNTY	
HEARING EXAMINER ON	8-26-20
SUBJECT TO CONDITIONS	1 THRU 8
PLANNER	Joe McLean
DATE	9-11-20

### LOCAL MAP

NOT TO SCALE

### DIRECTIONS:

I-5 EXIT 114 AT NISQUALLY GO WEST ON MARTIN WY  
NE 1.1 MI, NORTH ON MERIDIAN RD 2.7 MI, EAST ON  
46TH AVE NE FOR .25 MI, EAST .2 MI TO D'MILLUHR  
DR SE, NORTH .5 MI TO LUHR'S LANDING ACCESS AREA

ENG. PROJECT NO. TN:A559:18-1

PARCEL# 21930340139

PORTION OF: T19N, R1E, SEC30

DRAWN BY: A. JOHNSON

REFERENCE NUMBER:

APPLICANT:

WASHINGTON DEPT. of FISH & WILDLIFE  
600 CAPITOL WAY N.  
OLYMPIA, WA 98501-1091

PROJECT LOCATION (ADDRESS):

LUHRS LANDING ACCESS  
4949 D MILLUHR RD NE  
OLYMPIA, WA 98516

PROPOSED PROJECT:

ACCESS SITE REDEVELOPMENT

ADJACENT PROPERTY OWNER:

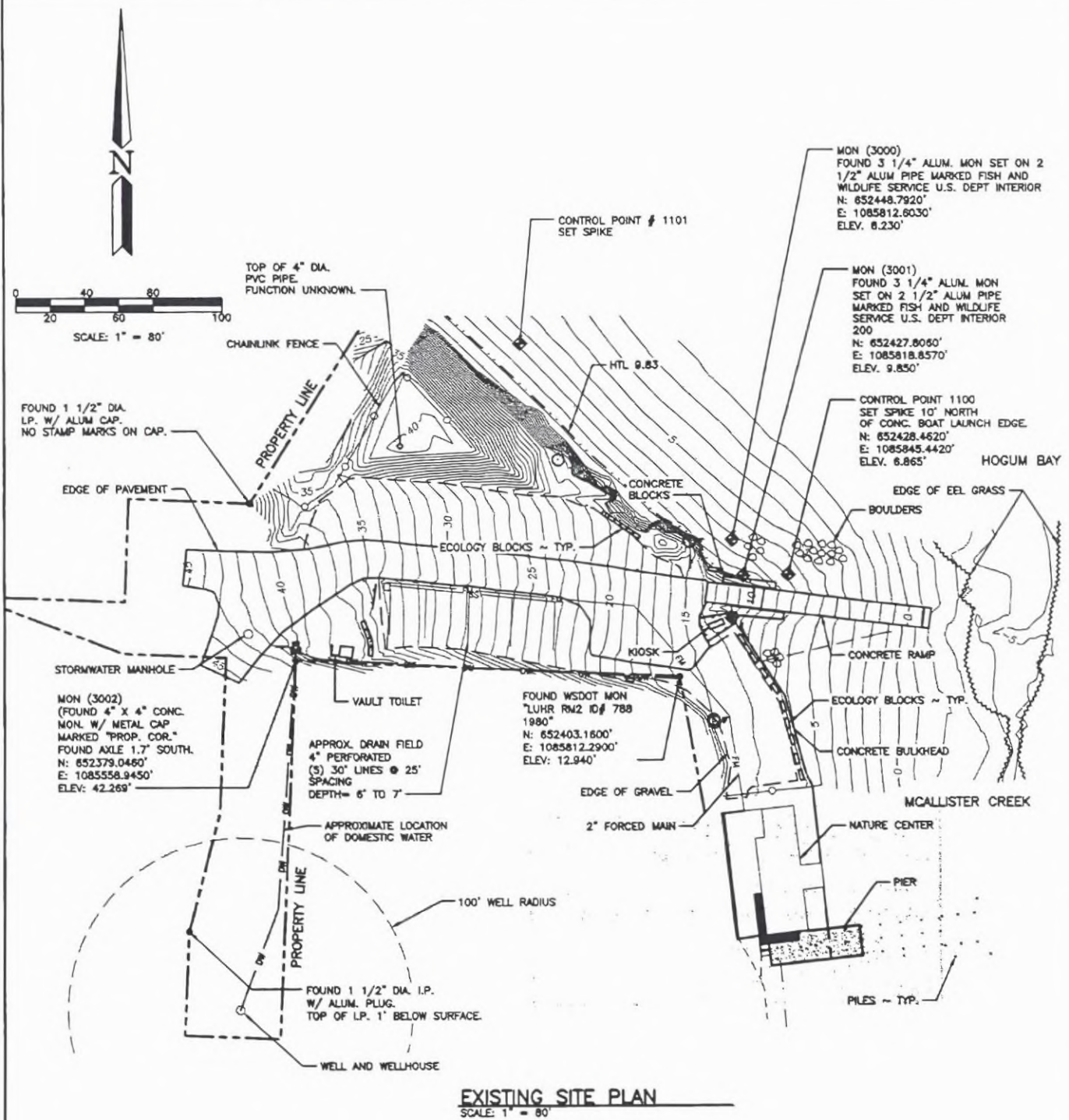
1.  
2.

LAT/LONG: 47.1008/-122.7272

DATUM: NAVD 88

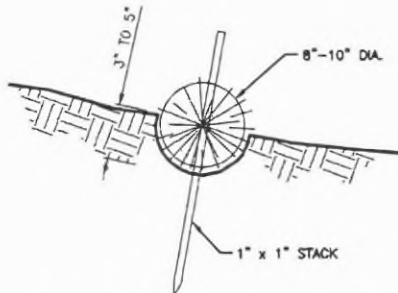
SHEET 1 OF 13 DATE: 3/24/2020

IN: PUGET SOUND  
NEAR/AT: LACEY, WA  
COUNTY: THURSTON  
STATE: WA









### STRAW WATTLE DETAIL

NOT TO SCALE



#### CONSTRUCTION SPECIFICATIONS:

1. PREPARE THE SLOPE BEFORE THE WATTLING PROCEDURE IS STARTED.
2. SHALLOW GULLIES SHOULD BE SMOOTHED AS WORK PROGRESSES.
3. DIG SMALL TRENCHES ACROSS THE SLOPE ON CONTOUR, TO PLACE ROLLS IN. THE TRENCH SHOULD BE DEEP ENOUGH TO ACCOMMODATE HALF THE THICKNESS OF THE ROLL. WHEN THE SOIL IS LOOSE AND UNCOMPACTED, THE TRENCH SHOULD BE DEEP ENOUGH TO BURY THE ROLL 2/3 OF ITS THICKNESS BECAUSE THE GROUND WILL SETTLE.
4. IT IS CRITICAL THAT ROLLS ARE INSTALLED PERPENDICULAR TO WATER MOVEMENT, PARALLEL TO THE SLOPE CONTOUR.
5. START BUILDING TRENCHES AND INSTALL ROLLS FROM THE BOTTOM OF THE SLOPE AND WORK UP.
6. CONSTRUCT TRENCHES AT CONTOUR INTERVALS OF 3-12 FEET APART DEPENDING ON STEEPNESS OF SLOPE. THE STEEPER THE SLOPE, THE CLOSER TOGETHER THE TRENCHES. 1:1=10' 2:1=20' 3:1=30' 4:1=40'
7. LAY THE ROLL ALONG THE TRENCHES FITTING IT SNUGLY AGAINST THE SOIL. MAKE SURE NO GAPS EXIST BETWEEN THE SOIL AND THE STRAW WATTLE.
8. USE A STRAIGHT BAR TO DRIVE HOLES THROUGH THE WATTLE AND INTO THE SOIL FOR THE WILLOW OR WOODEN STAKES.
9. DRIVE THE STAKE THROUGH PREPARED HOLE INTO SOIL. LEAVE ONLY 1 OR 2 INCHES OF STAKE EXPOSED ABOVE ROLL.
10. IF USING WILLOW STAKES REFER TO LIVE STAKING BEST MANAGEMENT PRACTICES.
11. INSTALL STAKES AT LEAST EVERY 4 FEET APART THROUGH THE WATTLE. ADDITIONAL STAKES MAY BE DRIVEN ON THE DOWNSLOPE SIDE OF THE TRENCHES ON HIGHLY EROSION OR VERY STEEP SLOPES.
12. INSPECT THE STRAW ROLLS AND THE SLOPES AFTER SIGNIFICANT STORMS. MAKE SURE THE ROLLS ARE IN CONTACT WITH THE SOIL.
13. REPAIR ANY RILLS OR GULLIES PROMPTLY.
14. RESEED OR REPLANT VEGETATION IF NECESSARY UNTIL THE SLOPE IS STABILIZED.

REFERENCE NUMBER:

APPLICANT NAME:

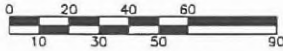
WASHINGTON DEPT. of FISH & WILDLIFE

PROPOSED PROJECT:

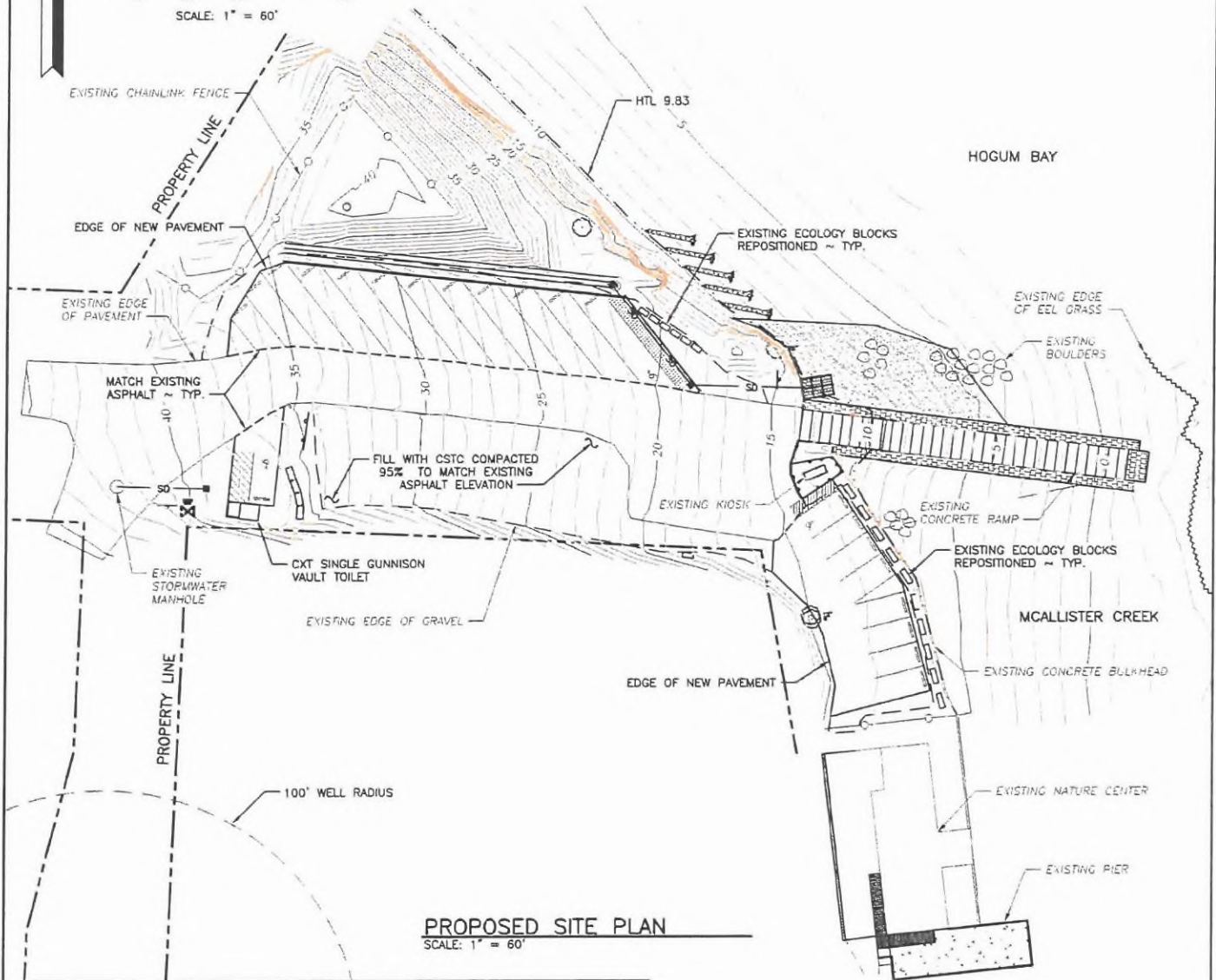
ACCESS REDEVELOPMENT

LOCATION: LUHRS LANDING

SHEET 4 OF 13 DATE: 3/24/2020



SCALE: 1" = 60'



PROPOSED SITE PLAN  
SCALE: 1" = 60'

#### QUANTITIES

MATERIAL	CUT BELOW MHHW	FILL BELOW MHHW	CUT ABOVE MHHW	FILL ABOVE MHHW
EXISTING CONCRETE RAMP	1 CY			
EXISTING CONCRETE BLOCKS	3 CY		2 CY	
ASPHALT				82 CY
CONCRETE LOADING PLATFORM				4 CY
ARTICULATED CONCRETE MAT		17 CY		3 CY
CSBC		12 CY		2 CY
CSTC				55 CY
BEACH NOURISHMENT MATERIAL		70 CY		
ROOTWADS		4 CY		
GRADING FILL			60 CY	30 CY

REFERENCE NUMBER:

APPLICANT NAME:

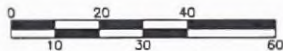
WASHINGTON DEPT. of FISH & WILDLIFE

PROPOSED PROJECT:

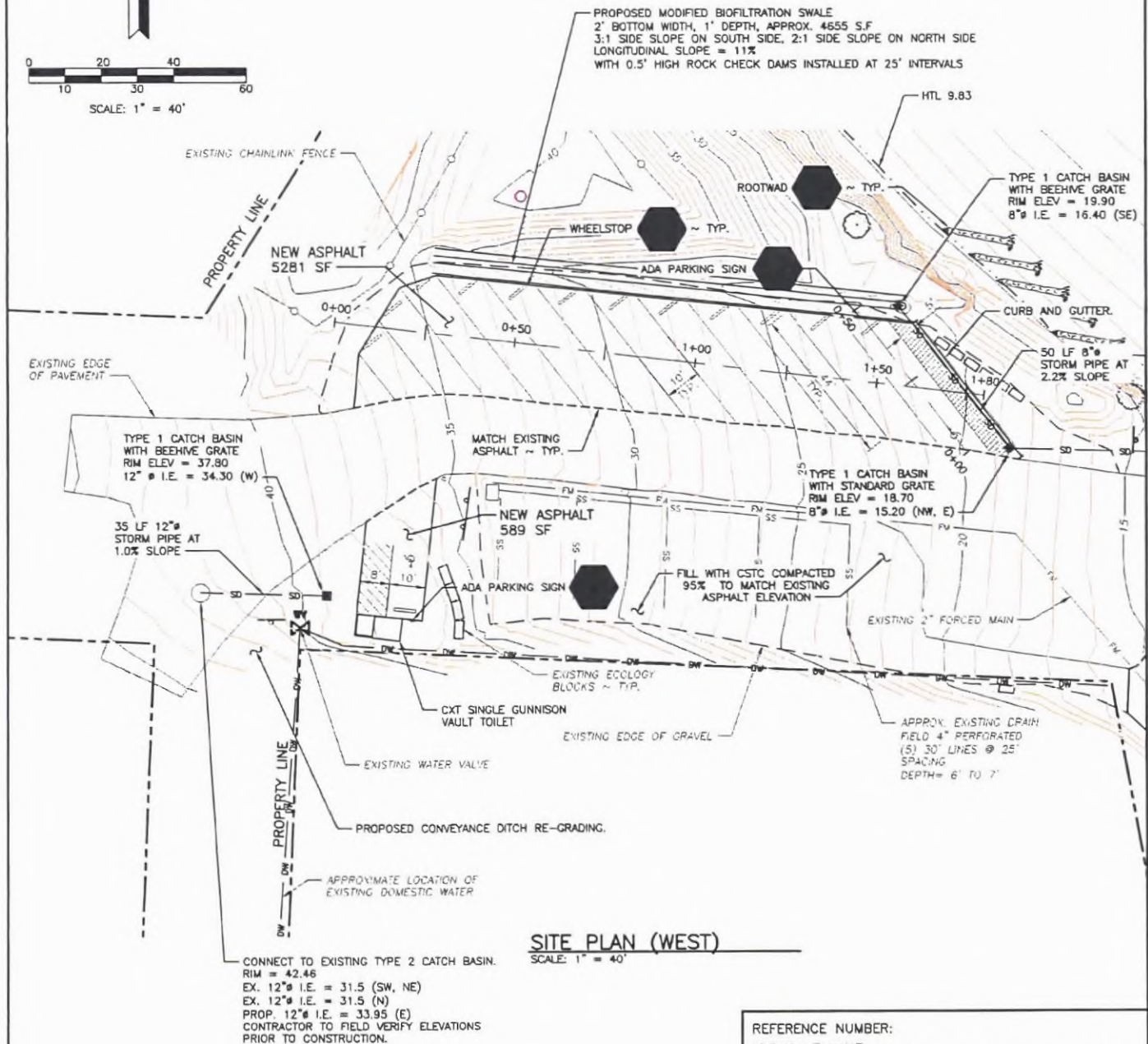
ACCESS RENOVATION

LOCATION: LUHRS LANDING

SHEET 5 OF 13 DATE: 3/24/2020



SCALE: 1" = 40'



REFERENCE NUMBER:

APPLICANT NAME:

WASHINGTON DEPT. of FISH & WILDLIFE

PROPOSED PROJECT:

ACCESS RENOVATION

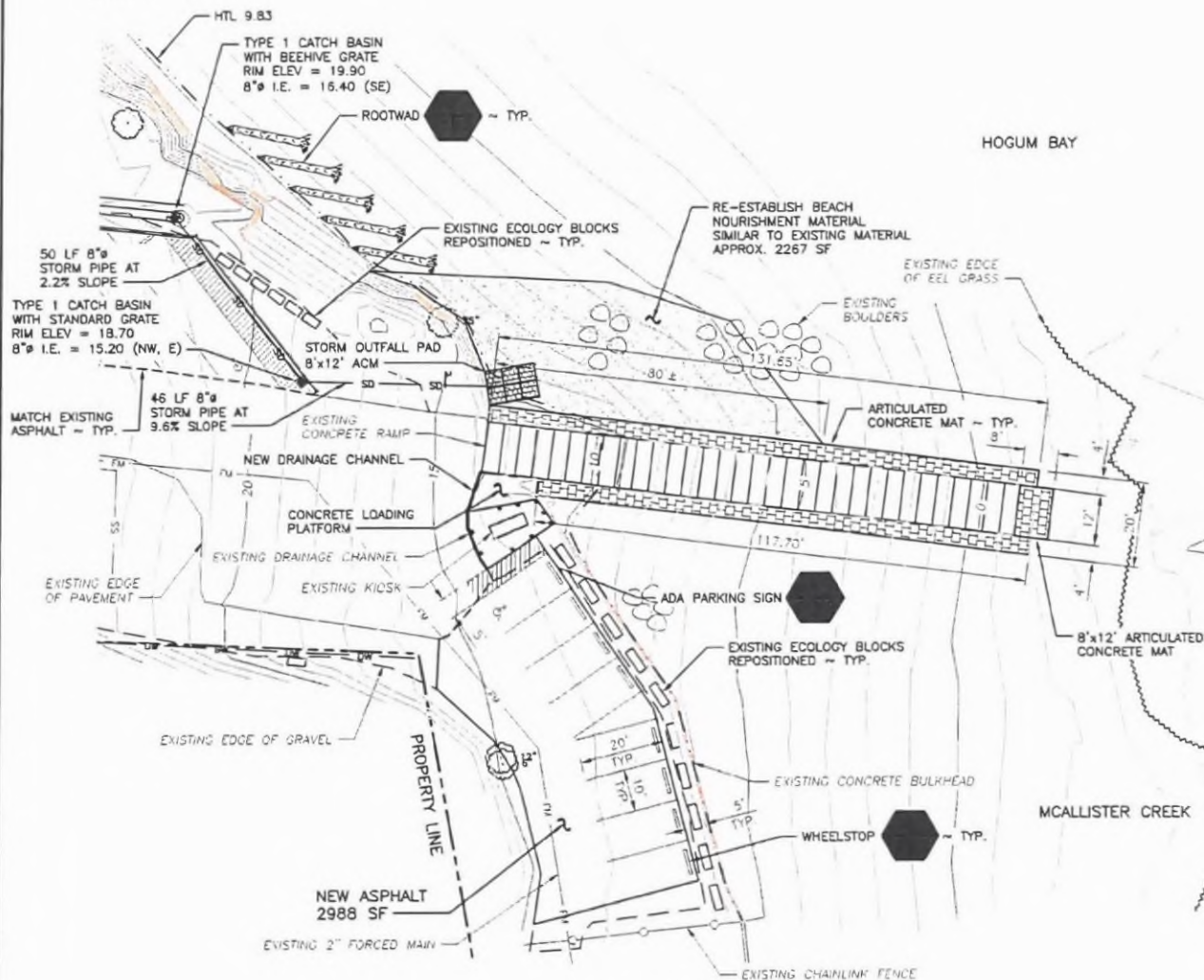
LOCATION: LUHRS LANDING

SHEET 6 OF 13 DATE: 3/24/2020





SCALE: 1" = 40'



### SITE PLAN (EAST)

SCALE: 1" = 40'

#### NOTE:

REMOVE SURFACE SMALL ANGULAR ROCK WHERE POSSIBLE WITHIN BEACH NOURISHMENT FOOTPRINT.

#### REFERENCE NUMBER:

APPLICANT NAME:  
WASHINGTON DEPT. of FISH & WILDLIFE

#### PROPOSED PROJECT:

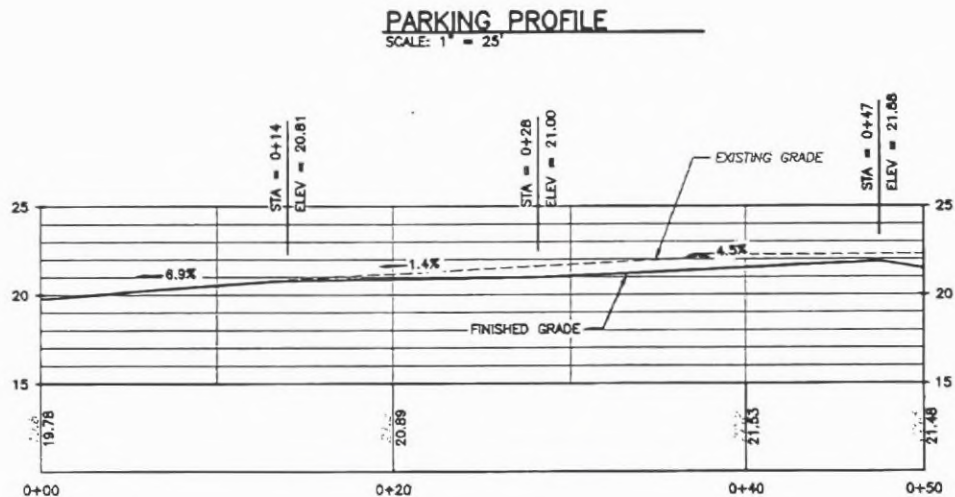
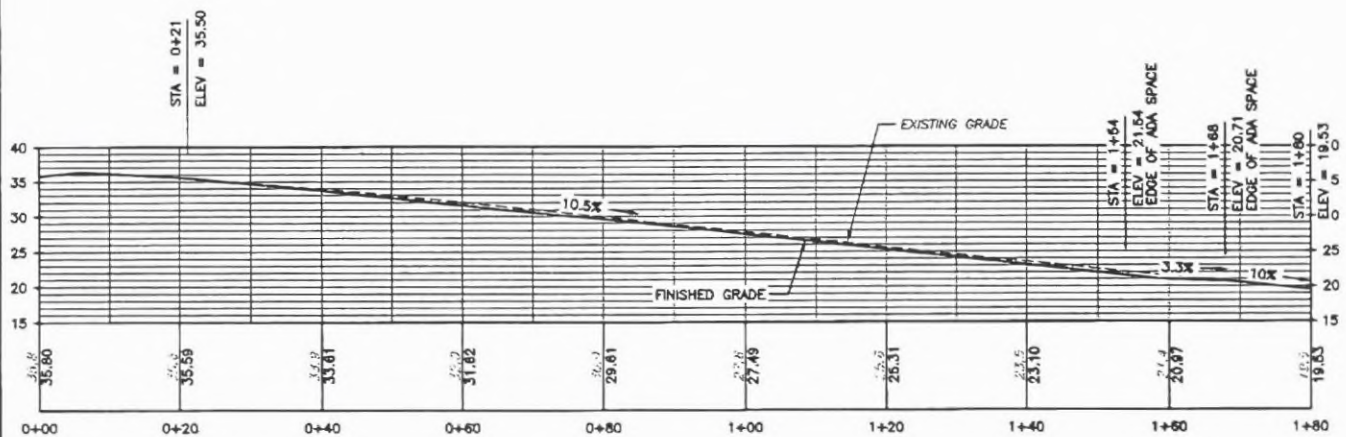
ACCESS RENOVATION

LOCATION: LUHRS LANDING

SHEET 7 OF 13 DATE: 3/24/2020

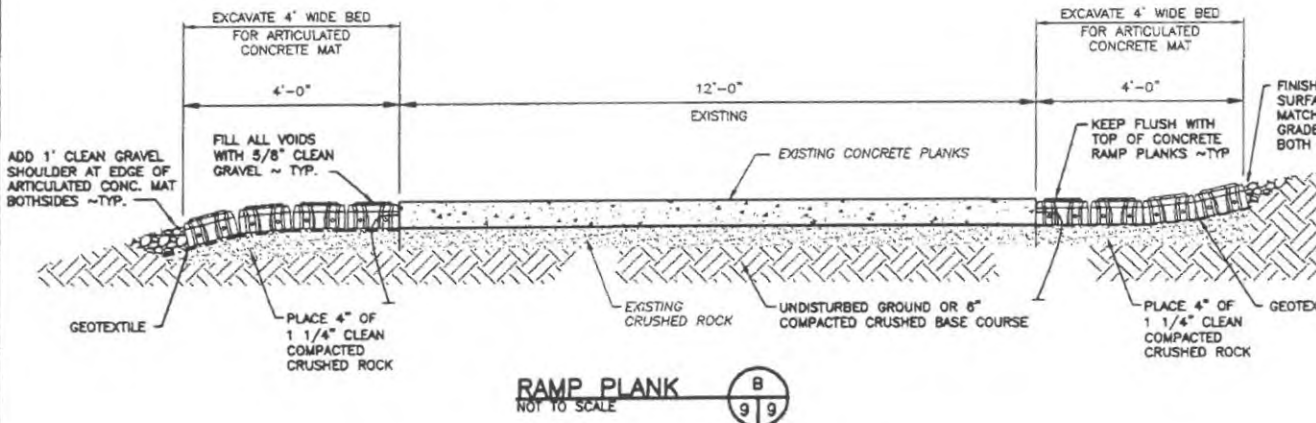
ENG. PROJECT NO. IN:A559:18-1

DRAWN BY: A. JOHNSON

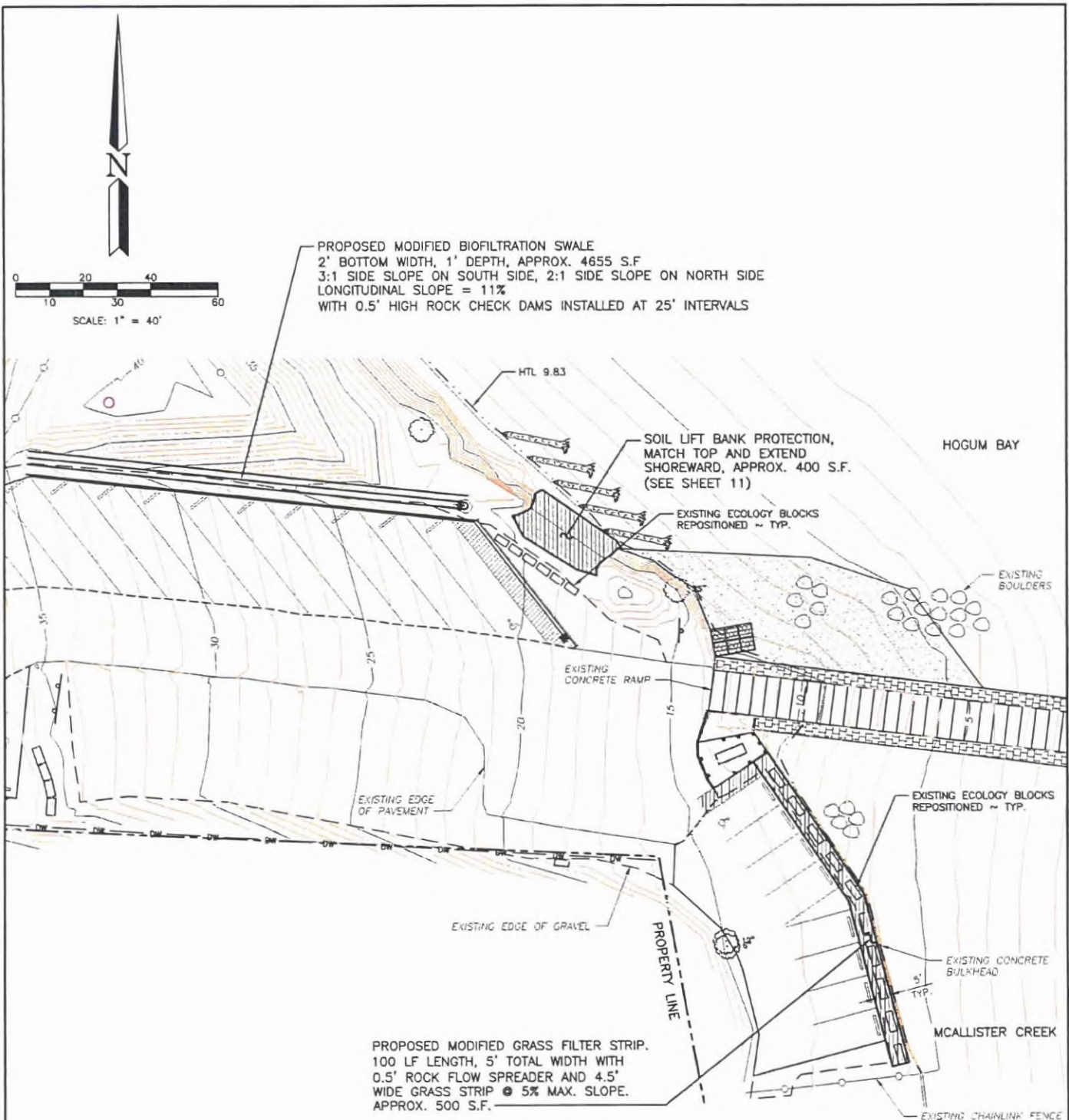


REFERENCE NUMBER:  
 APPLICANT NAME:  
 WASHINGTON DEPT. of FISH & WILDLIFE  
 PROPOSED PROJECT:  
 ACCESS RENOVATION  
 LOCATION: LUHRS LANDING  
 SHEET 8 OF 13 DATE: 3/24/2020



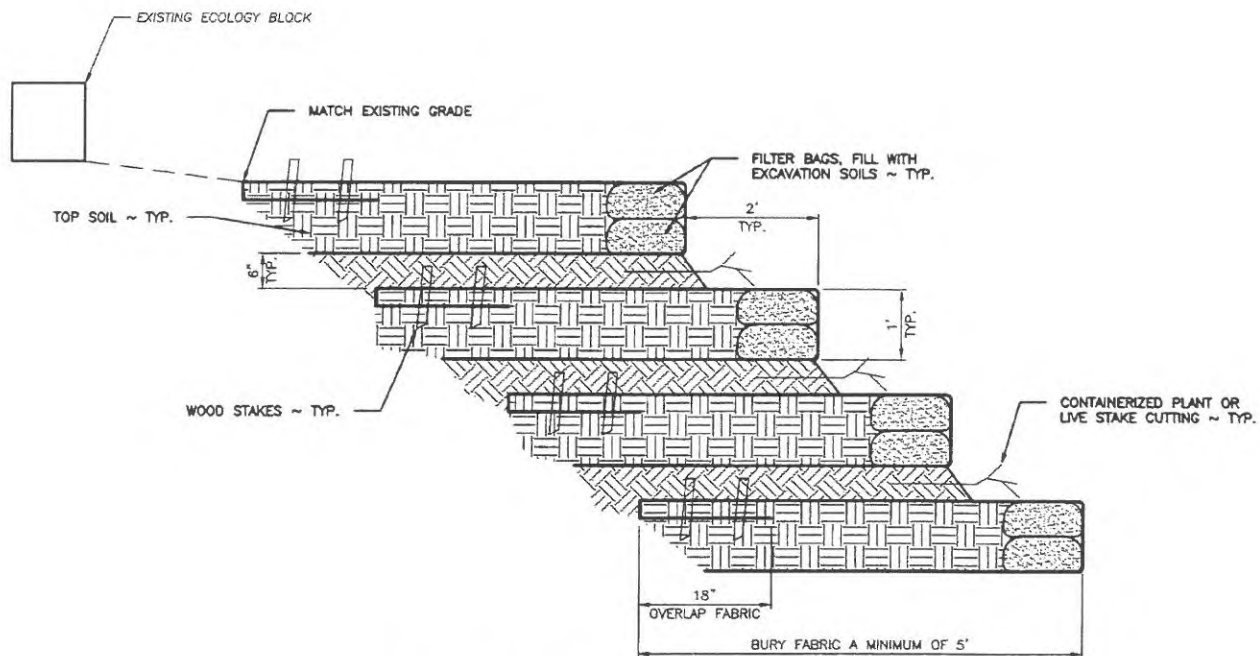


ENC. PROJECT NO. TN-A559-1B-1



**PLANTING PLAN**  
 SCALE: 1" = 40'

REFERENCE NUMBER:  
 APPLICANT NAME:  
 WASHINGTON DEPT. of FISH & WILDLIFE  
 PROPOSED PROJECT:  
 ACCESS RENOVATION  
 LOCATION: LUHRS LANDING  
 SHEET 10 OF 13 DATE: 3/24/2020

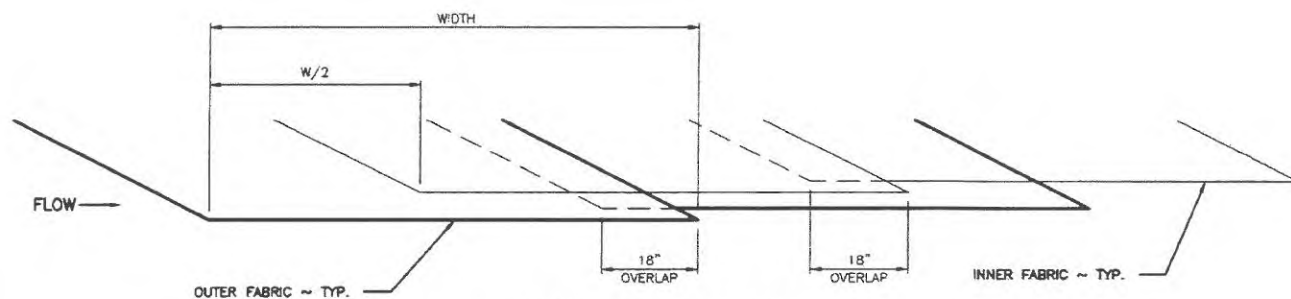


### SOIL LIFT BANK PROTECTION

NOT TO SCALE

#### NOTE:

FOR END TRANSITION FOLD TOP  
FLAP OVER BOTTOM FLAP AND  
TUCK UNDER SOIL LIFT.



### FABRIC OVERLAP DETAIL

NOT TO SCALE

#### NOTE:

OVERLAP APPLIES TO TOP OF LIFT.

REFERENCE NUMBER:

APPLICANT NAME:

WASHINGTON DEPT. of FISH & WILDLIFE

PROPOSED PROJECT:

ACCESS REDEVELOPMENT

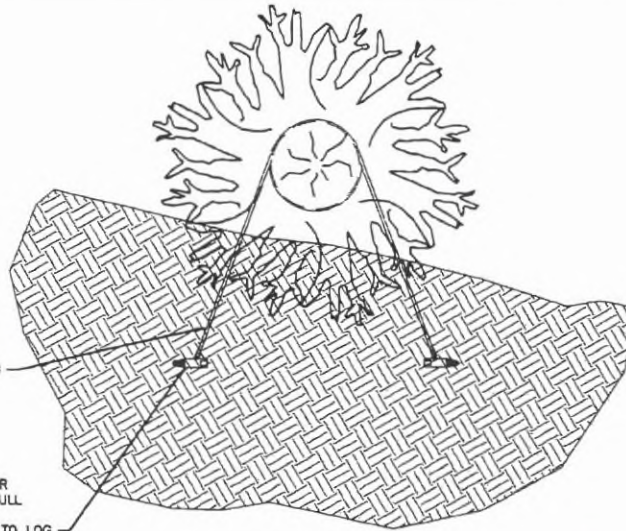
LOCATION: LUHRS LANDING

SHEET 11 OF 13 DATE: 3/24/2020



1/2" ANCHOR CABLE WRAP AROUND LOG, CLAMP CABLE TOGETHER, STAPLE CABLE TO LOG. PLACE 2 ANCHORS, ONE AT EACH END OF LOG

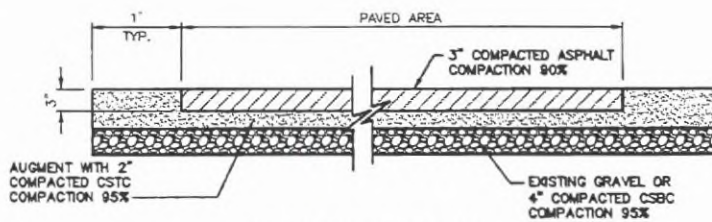
WANTA RAY MR-1 ANCHOR DRIVE ANCHOR MIN 6"; PULL BACK CABLE TO LOCK ANCHOR, SECURE CABLE TO LOG



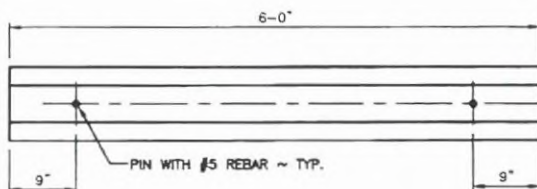
**ROOT-WAD DETAIL**  
NOT TO SCALE

**NOTES:**

1. ENGINEERED LOG JAM SHALL INCLUDE LOGS WITH INTACT ROOTWADS.
2. ROOTWAD  $\approx$  30" WIDTH; STEMS  $\approx$  25' LENGTH
3. ALL WOOD MATERIALS WILL BE NATIVE CONIFER (E.G. DOUGLAS-FIR, WESTERN RED CEDAR, OR SPRUCE) WITH BARK INTACT (NO PEELED LOGS).
4. LOCATIONS AS LOCATED IN THE FIELD.

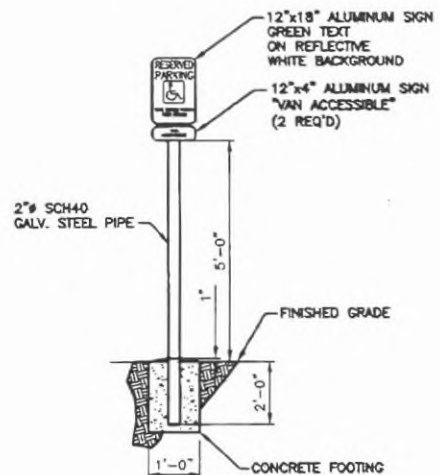


**PAVEMENT SECTION**  
NOT TO SCALE



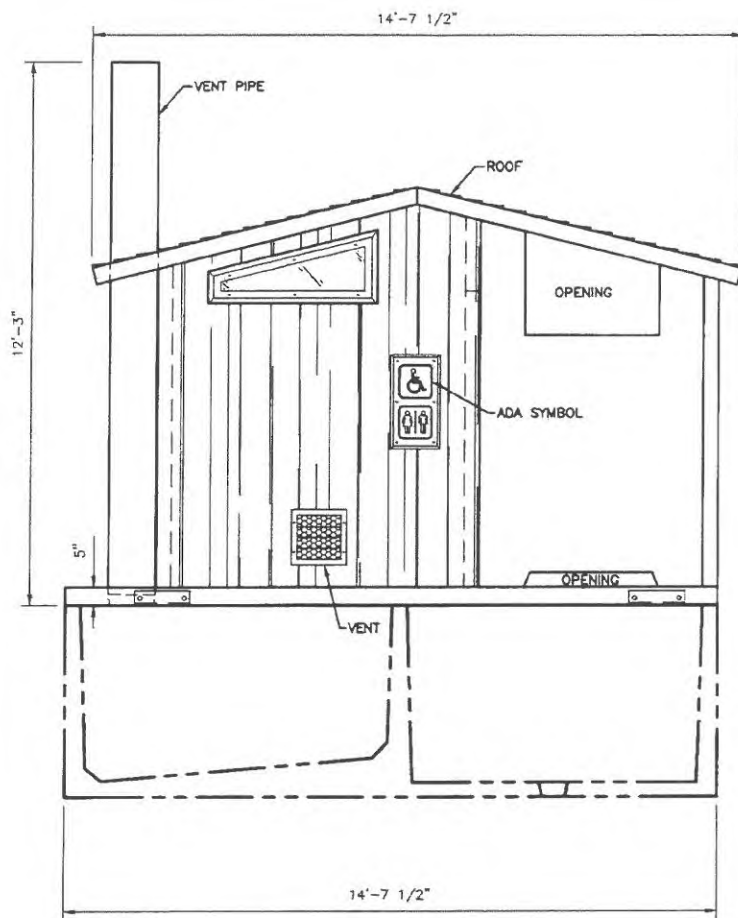
**WHEEL STOP**  
NOT TO SCALE

CONCRETE WHEEL STOP  
#5 REBAR PIN

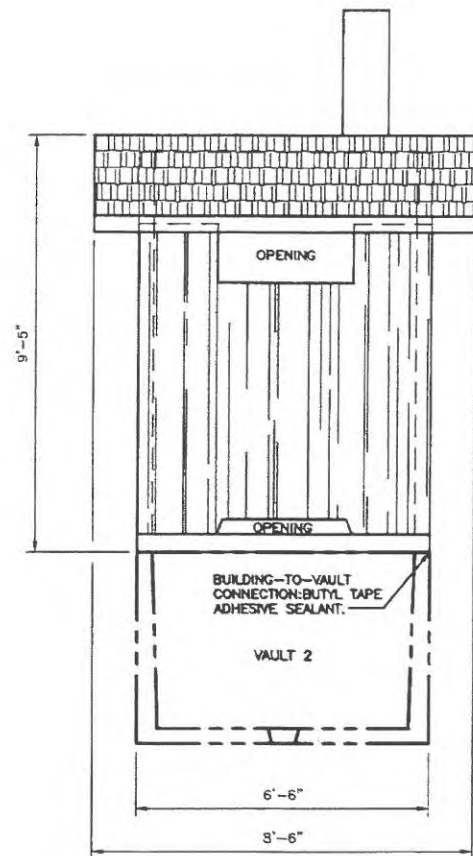


**ACCESSIBLE PARKING SIGN**  
NOT TO SCALE

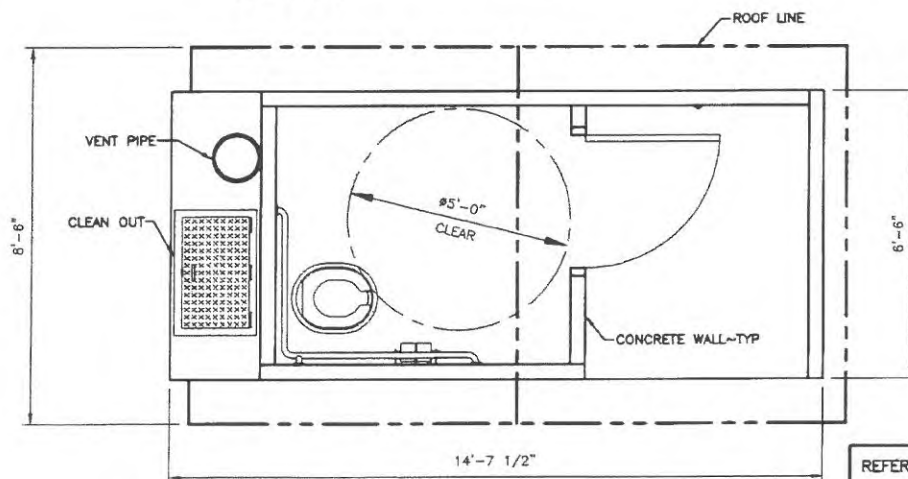
REFERENCE NUMBER:  
APPLICANT NAME:  
WASHINGTON DEPT. of FISH & WILDLIFE  
PROPOSED PROJECT:  
ACCESS REDEVELOPMENT  
LOCATION: LUHR'S LANDING  
SHEET 12 OF 13 DATE: 3/24/2020



**FRONT ELEVATION**  
NOT TO SCALE



**SIDE ELEVATION**  
NOT TO SCALE



**CXT VAULT TOILET PLAN**  
NOT TO SCALE

REFERENCE NUMBER:  
APPLICANT NAME:  
WASHINGTON DEPT. of FISH & WILDLIFE  
PROPOSED PROJECT:  
ACCESS REDEVELOPMENT  
LOCATION: LUHRS LANDING  
SHEET 13 OF 13 DATE: 3/24/2020

## **ATTACHMENT 2 – MONITORING PLAN**

### **Inadvertent Discovery Plan for Cultural Resources (IDP)**

**WASHINGTON STATE DEPARTMENT OF FISH & WILDLIFE  
INADVERTENT DISCOVERY PLAN FOR CULTURAL RESOURCES  
FOR LUHR'S LANDING REDEVELOPMENT PROJECT  
IN THURSTON COUNTY, WASHINGTON**

This Inadvertent Discovery Plan (IDP) provides clear guidance for managing an unexpected discovery or unearthing of cultural materials, cultural features, human remains, and/or skeletal materials of unknown origin during WDFW projects not governed by a DAHP issued excavation permit, or an Archaeological Monitoring or Site Protection Plan for a specific project area or activity.

This plan is to be implemented without exception whenever such discoveries occur. The plan applies to WDFW staff, contractors, subcontractors, volunteers, and others who may be involved with projects initiated by WDFW, or occurring on WDFW managed land. This plan does not supersede or satisfy requirements for Monitoring, Site Protection, or any other management plans developed to address concerns at known archaeological and historic sites.

**PRE-FIELD ACTIONS**

Prior to ground disturbance, the WDFW project or program manager (PM) will notify work crews/machine operators that they are obligated to cease work in the immediate area and notify supervisory personnel upon discovery of any bones or objects of human manufacture, particularly suspected Native American artifacts. This action will be repeated prior to commencement of work in new locations, after significant changes in field staff, and if work is re-started after a hiatus. Field supervisors will be made aware of their responsibilities for interim protection and notification as detailed below.

**FIELD ACTIONS**

**Specific Procedures for the Inadvertent Discovery of Archaeological Resources**

In the event that cultural resources (not including human remains) are encountered during project implementation, the following actions will be taken:

1. All work within the discovery area and a surrounding buffer adequate and sufficient to prevent further disturbance will cease. The field supervisor will notify the PM immediately.
2. The PM will immediately contact WDFW archaeologist or archaeological monitor. If an archaeological monitor is present, they will notify the WDFW archaeologist.
3. If the WDFW archaeologist determines that potentially significant archaeological materials or historic sites are present, the PM will be advised of interim protective measures. Work may resume outside the buffer, unless the WDFW archaeologist directs otherwise.

4. The WDFW archaeologist will initiate Tribal and DAHP consultation regarding evaluation of the find's significance, potential for effects caused by the project, and subsequent treatment plans or Memoranda of Agreement (MOA).
5. Wherever possible, the preferred treatment of significant archaeological resources and historic sites will be in situ preservation. If a treatment plan requires that such resources be excavated or removed, an agreement must first be reached between WDFW and the consulting parties.

### **Specific Procedures for the Inadvertent Discovery of Human Remains**

Inadvertent finds of what appear to be human remains introduce cultural concerns and legal requirements that initiate a different response than cultural resources. Human remains must be treated with utmost respect. Four presumptions regarding identification guide the treatment of possible human remains:

- Unidentified bones will be considered human until there is evidence that they are not.
- Human remains will be considered non-forensic until and unless the county coroner has determined them to be forensic.
- Non-forensic human remains will be treated as Native American until and unless the DAHP physical anthropologist, in consultation with interested Tribes, has determined that they are not.
- Only the coroner and physical anthropologist may handle human remains until a burial treatment plan developed with the WDFW and consulting parties has been established. Examination and recording beyond that required to make the legally required determination is not authorized except through a burial treatment plan developed by WDFW and the consulting parties.

If human remains are found within the project area, the following actions will be taken, consistent with Washington State RCWs 68.50.645, 27.44.055, and 68.60.055:

1. If ground disturbing activities encounter human remains during the course of construction, then all activity will cease that may cause further disturbance to those remains.
2. The area of the find will be secured and protected from further disturbance. The project supervisor will cover the remains with a tarp or other fabric when available, notify workers that the area is off limits, and will maintain a watch to ensure that the area is not disturbed. The remains will be treated respectfully at all times. News of the discovery is not to be communicated beyond the people who need to know.



3. The finding of human remains will be reported to the county medical examiner/coroner, local law enforcement, and the WDFW archaeologist in the most expeditious manner possible. The remains will not be touched, moved, or further disturbed.
4. The county medical examiner/coroner will assume jurisdiction over the human remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to DAHP, which will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find.
5. WDFW archaeologist will serve as WDFW's lead for Tribal and DAHP consultation process should the remains be determined non-forensic.
6. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes by certified letter within two business days of examination.
7. Interim protective measures will be maintained until the required determinations have been made and a burial treatment plan has been finalized. The WDFW will develop the plan in cooperation with all consulting parties and lineal descendants (if any). Parties defined in the burial treatment plan will implement its provisions.
8. Under no conditions are WDFW staff or other project personnel to make the location or contents of inadvertent human remains finds public, unless specifically authorized to do so in the burial treatment plan.

### **Specific Procedures for the Inadvertent Discovery of Human Remains**

Inadvertent finds of what appear to be human remains introduce cultural concerns and legal requirements that initiate a different response than cultural resources. Human remains must be treated with utmost respect. The following language is to be followed to the letter:

### **Inadvertent Discovery of Human Skeletal Remains on Non-Federal and Non-Tribal Land in the State of Washington (RCWs 68.50.645, 27.44.055, and 68.60.055)**

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 provides notice to proceed. The finding of human skeletal remains will be reported to the county medical examiner/coroner and local law enforcement in the most expeditious manner possible. The remains will not be touched, moved, or further disturbed. 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 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. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

**Under no conditions are WDFW staff or other project personnel to make the location or contents of inadvertent human remains finds public, unless specifically authorized to do so in the burial treatment plan.**

## CONTACTS

### **WASHINGTON STATE DEPARTMENT OF FISH & WILDLIFE**

#### **Department Archaeologists**

Adam Rorabaugh, WDFW CAMP Archaeologist	360-789-3290
Katherine Kelly, WDFW Archaeologist	360-688-0676

#### **Project Manager**

Kelly Smith, WDFW Project Manager	360-789-2759
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### **TRIBAL CONTACTS**

#### **Squaxin Island Tribe**

Shaun Dinubilo, Tribal Archaeologist	360-870-6324
The Kristopher Peters, Chair	kpeters@squaxin.us
Rhonda Foster, THPO	360-432-3850 rfoster@squaxin.us

#### **Nisqually Tribe**

Annette Bullchild, Tribal Historic Preservation Officer	360-456-5221 x 1106
The Honorable Willie Frank III, Chair	360-456-5221 Ext. 1254
	frank.willie@nisqually-nsn.gov
Brad Beach, THPO	360-456-5221 Ext. 1277
	beach.brad@nisqually-nsn.gov

### **WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION**

Allyson Brooks, State Historic Preservation Officer	360-586-3066
Rob Whitlam, State Archaeologist	360-586-3080
Guy Tasa, State Physical Anthropologist	360-586-3534

### **THURSTON COUNTY**

Thurston County Sheriff's Office	360-786-5500
Thurston County Coroner	360-867-2140

**Definitions:**

*Archaeological Features* are physical alterations in the natural environment such as pits or house foundations.

*Archaeological materials* are the physical remains of human cultural behavior, including artifacts and features left on the landscape.

*Artifacts* are the physical objects of a culture, including tools with evidence of intentional modification (such as flaked stone blades) as well as those objects such as fire-cracked rock that reflect human activity.

*Burial statutes* include the 2008 Washington State legislation that established current practices for inadvertent burial treatment through additions and amendments to the code, including 27.44 RCW (Indian Graves and Records, as amended), 27.53 (Archaeological Sites and Resources, as amended), as well as chapters 27.34, 43.334, 68.60, and 68.60 RCW.

*Consulting parties* are those which have a legal right to comment on determinations of significance and NRHP eligibility, project effects on cultural resources, and human remains. This may vary according to projects, but typically includes DAHP and Tribes whose Ceded Lands or Usual and Accustomed areas include the project area.

*Coroner* refers to the office of the local county coroner or medical examiner, and is responsible for confirming that the remains are human and determining whether they are forensic (dead less than 50 years, and therefore a law enforcement matter) or non-forensic (more than 50 years, and therefore subject to burial statutes).

*Cultural Deposits* are layers or features of sediment containing cultural materials.

*Cultural Resources* include archaeological resources and historic sites.

*Historic sites* are locations 50 years old or older, where native or non-native events and activities have taken place since the arrival of Euro-Americans, and which are considered by DAHP to be historic site types.

*Human remains* are any physical remains that are known to be human, or could be human but have not yet been positively identified.

*Physical anthropologist* in this case refers to the professional physical anthropologist employed at DAHP, who determines whether human remains are Native American (if possible), and is the individual responsible for handling human remains.

## **ATTACHMENT 3 – PHOTOS & BMPS**

### **Site Photos and DNR Best Management Practices**

### ATTACHMENT 3: SITE PHOTOS AND DNR BMPS

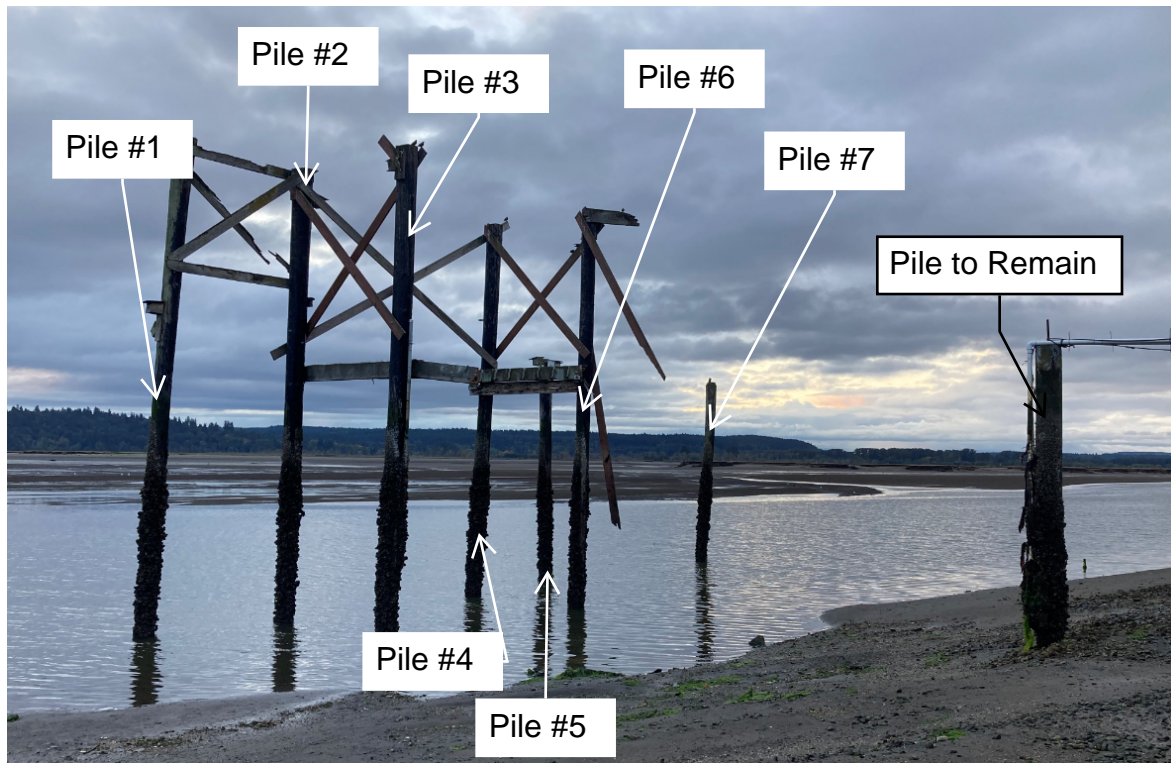


Figure 1: Creosote Piling, associated bracing and bird houses to be removed and disposed of properly. Seven (7) in water piles remain.



Figure 2: View from boat ramp looking toward piling.



### ATTACHMENT 3: SITE PHOTOS AND DNR BMPS



Figure 3: View from piling looking toward boat ramp.

**Washington Department of Natural Resources  
Derelict Creosote Piling Removal  
Best Management Practices  
For Pile Removal & Disposal**

The following Best Management Practices (BMPs) are adapted from EPA guidance (2005), Washington State Department of Transportation (WSDOT) methods and conservation activities as included in Joint Aquatic Resources Permit Application (JARPA) 2005, and Washington State Department of Resources (WADNR) “Standard Practice for the Use and Removal of Treated Wood and Pilings on and from State-Owned Aquatic Lands” 2005, as well as WADNR’s practical experience through managing piling removal projects since 2006.

The purpose of these BMPs is to control turbidity and sediments re-entering the water column during pile removal, and prescribe debris capture and disposal of removed piles and debris.

**BMP 1. PILE REMOVAL**

Crane operator shall be experienced in pile removal. Piles will be removed slowly. This will minimize turbidity in the water column as well as sediment disturbance. Pulled pile shall be placed in a containment basin to capture any adhering sediment. This should be done immediately after the pile is initially removed from the water.

**A. Vibratory extraction**

- 1) This is the preferred method of pile removal. Vibratory extraction shall always be employed first unless the pile is too decayed or short for the vibratory hammer to grip. After consultation with WADNR, the alternative options listed below may be used.
- 2) The vibratory hammer is a large mechanical device (5-16 tons) that is suspended from a crane by a cable. The hammer is activated to loosen the piling by vibrating as the piling is pulled up. The hammer is shut off when the end of the piling reaches the mudline. Vibratory extraction takes approximately 15 to 30 minutes per piling depending on piling length and sediment condition.
- 3) Operator will “Wake up” pile to break up bond with sediment.
  - Vibrating breaks the skin friction bond between pile and soil.
  - Bond breaking avoids pulling out a large block of soil – possibly breaking off the pile in the process.
  - Usually there is little or no sediment attached to the skin of the pile during withdrawal. In some cases material may be attached to the pile tip, in line with the pile.

**B. Direct Pull**

- 1) This method is optional if the contractor determines it to be appropriate for the substrate type, pile length, and structural integrity of the piling. Vibratory extractor must be attempted first unless there is risk of greater disturbance of sediments.



2) Pilings are wrapped with a choker cable or chain that is attached at the top to a crane. The crane pulls the piling directly upward, removing the piling from the sediment.

C. Clamshell Removal

1) Broken and damaged pilings that cannot be removed by either the vibratory hammer or direct pull may be removed with either a clamshell bucket or environmental clamshell.

2) A clamshell is a hinged steel apparatus that operates like a set of steel jaws. The bucket is lowered from a crane and the jaws grasp the piling stub as the crane pulls up.

3) The size of the clamshell bucket shall be minimized to reduce turbidity during piling removal.

4) The clamshell bucket shall be emptied of material onto a contained area on the barge before it is lowered into the water.

D. Cutting

1) Is required if the pile breaks at or near the existing substrate and cannot be removed by other methods.

2) If a pile is broken or breaks during extraction, all of the methods listed below should be used to cut the pile.

a. Piles located in intertidal and shallow subtidal areas that are less than -10 feet deep MLLW shall be cut at least 2 feet below the mudline.

b. In subtidal areas that are greater than -10 feet deep MLLW, piles shall be cut at least 1 foot below the mudline.

c. Piles shall be cut off at lowest practical tide condition and at slack water. This is intended to reduce turbidity due to reduced flow and short water column through which pile must be withdrawn.

d. No hydraulic jetting devices shall be used to move sediment away from piles. Excavation of sediment in subtidal areas to expose broken piles shall be accomplished by divers using hand tools.

e. The contractor shall provide the location of all the broken and cut piles using a GPS.

**BMP 2. BARGE OPERATIONS, WORK SURFACE, CONTAINMENT**

A. Barge grounding will not be permitted.

B. Work surface on barge deck or pier, or upland staging area shall include a containment basin for all treated materials and any sediment removed during pulling. Creosote shall be prevented from re-entering the water. Uncontaminated water run-off can return to the waterway.

- 1) Containment basin shall be constructed of durable plastic sheeting with continuous sidewalls supported by hay bales, ecology blocks, other non-contaminated materials, or support structure to contain all sediment and creosote. Containment basin shall be lined with oil absorbent boom.
- 2) Work surface on barge deck and adjacent pier shall be cleaned by disposing of sediment or other residues along with cut off piling as described in BMP #4.B.
- 3) Containment basin shall be removed and disposed in accordance with BMP #4.B or in another manner complying with applicable federal and state regulations.
- 4) Upon removal from substrate the pile shall be moved expeditiously from the water into the containment basin. The pile shall not be shaken, hosed-off, left hanging to drip or any other action intended to clean or remove adhering material from the pile.

### **BMP 3. DEBRIS CAPTURE IN WATER**

- A. A floating surface boom shall be installed to capture floating surface debris. The floating boom shall be equipped with absorbent pads to contain any oil sheens. Debris will be collected and disposed of along with cut off piling as described in BMP #4.
- B. The boom may be anchored with four or fewer ½ ecology blocks or a similar anchoring device. These anchors must be removed once the project is complete. The anchor system shall be located to avoid damage from vessel props to eelgrass, kelp, and other significant macroalgae species. The line length between the anchor and surface float shall not exceed the water depth as measured at extreme high tide plus a maximum of 20 percent additional line for scope. The buoy system shall include a subsurface float designed to keep the line between the anchor and surface float from contacting the bottom during low tide cycles. The subsurface float shall be located off the bottom a distance equal to 1/3 the line length
- C. The boom shall be located at a sufficient distance from all sides of the structure or piles that are being removed to ensure that contaminated materials are captured. The boom shall stay in its original location until any sheen present from removed pilings has been absorbed by the boom. BMP #3B may be used to keep the boom in its original location.
- D. Debris contained within boom shall be removed at the end of each work day or immediately if waters are rough and there is a chance that debris may escape the boom.
- E. To the extent possible all sawdust shall be prevented from contacting beach, bed, or waters of the state. For example, sawdust on top of decking should be removed immediately after sawing operations.
- F. Any sawdust that enters the water shall be collected immediately and placed in the containment basin.
- G. Piles removed from the water shall be transferred to the containment basin without leaving the boomed area to prevent creosote from dripping outside of the boom.

#### **BMP 4. DISPOSAL OF PILING, SEDIMENT AND CONSTRUCTION RESIDUE**

- A. Piles shall be cut into lengths as required by the disposal company.
- B. Cut up piling, sediments, absorbent pads/boom, construction residue and plastic sheeting from containment basin shall be packed into container. For disposal, ship to an approved Subtitle D Landfill.
- C. Creosote-treated materials shall not be re-used.

#### **BMP 5. RESUSPENSION/TURBIDITY**

- A. Crane operator shall be trained to remove pile from sediment slowly.
- B. Work shall be done in low water and low current, to the extent possible.
- C. Removed piles shall be placed in a containment facility.
- D. Sediments spilled on work surfaces shall be contained and disposed of with the pile debris at permitted upland disposal site.
- E. Holes remaining after piling removal shall not be filled.

#### **BMP 6. PROJECT OVERSIGHT**

- A. WADNR will have a project manager or other assigned personnel on site. Oversight responsibilities may include, but are not limited to the following:
  - 1) Water quality monitoring to ensure turbidity levels remain within required parameters
  - 2) Ensure contractor follows BMPs
  - 3) Ensure contractor is in compliance with contract and permit requirements
  - 4) Ensure correct structures are removed
  - 5) Maintain contact with regulatory agencies should issues or emergencies arise

#### **BMP 7. CULTURAL RESOURCES**

- A. In the event that artifacts (other than the pilings or materials attached to them) that appear to be 50 years old or older are found during the project, the WADNR Aquatics archaeologist must be notified in order to evaluate the find and arrange for any necessary consultation and mitigation required by law.
- B. If human remains or suspected human remains are found during the project, work in the vicinity will be halted immediately, and the County Coroner must be notified immediately. If

the remains are determined to be non-forensic, then the WADNR Aquatics archaeologist will be notified to begin tribal and Washington State Department of Archaeology and Historic Preservation consultations required by law.

- C. If sediment exceeding 1 cubic meter is removed, the WADNR Aquatics archaeologist will be notified and given the opportunity to examine the sediment for cultural materials before it is removed from the containment area.

**SECTION 02000  
GENERAL SITE WORK PROVISIONS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

This section specifies general requirements for all sections of Division 2 – Site Work.

**1.02 RELATED WORK**

Not Used.

**1.03 REFERENCES**

References listed in Division 2 are from the following organizations' publications and reference standards:

AASHTO – American Association of State Highway and Transportation Officials

ANSI – American National Standards Institute

ASTM – ASTM International (formerly American Society for Testing and Materials)

OSHA – Occupational Safety and Health Administration Construction Standards

RCW – Revised Code of Washington

IBC – International Building Code

WAC – Washington Administrative Code

WISHA – Washington Industrial Safety and Health Act

WSDOT – Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, latest edition

**1.04 SUBMITTALS**

Make submittals for items in all sections of Division 2 in accordance with Sections 00704.03 Shop Drawings and 01300 Contractor Submittals.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Protect all materials from exposure to moisture, wind, sunlight, or other excessive weather conditions that will render them unsuitable for usage as intended and be cause for rejection.
- B. Stockpile or store in areas protected from contamination and physical damage.
- C. Contractor is responsible for all costs associated with replacement of all rejected items.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used.

END OF SECTION 02000

**SECTION 02050  
DEMOLITION**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Removing and disposing of creosote pilings and assorted debris including bracing and bird houses. Underground structures and utilities may not be in the exact locations shown. The work includes the requirements for the removal, wholly or in part, and satisfactory disposal of pilings, associated bracing, bird houses, and other obstructions which are designated to be demolished within these Specifications.
- B. The Demolition work is included within these Specifications is for guidance only to indicate typical general construction features of the various types of structures and is not to be construed as definitive or adequate to supplant the actual on-site inspection by the Contractor.

**1.02 RELATED SECTION**

Not Used.

**1.03 JOB CONDITIONS**

- A. The Contractor represents that it has visited the site to become familiar with the quantity and character of all materials to be demolished. The Contractor agrees that the premises were made available prior to deadline for submission of bids for whatever inspection and tests the Contractor deemed appropriate. The Contractor assumes full responsibility for the proper disposal of all demolition materials. Recycling and reuse of the treated wood is not permitted. Non-treated materials including metal and non-treated wood should be recycled where feasible, otherwise it should be separated from the treated materials and disposed of as required by law.
- B. Contractor must provide the Owner access to their boat for transport around the job site at any time during work in order to monitor contractor's compliance with all regulations. Owner may board the Contractor boat at mutually agree upon location by Owner and Contractor.
- C. It is imperative that the Purple Martin bird houses are removed prior to January 2022. Failure to remove the bird house may result in the birds breeding and building their nests, which will prevent the pile removal from occurring.
- D. Timing limitations to protect fish and shellfish habitats at the job site, work below the ordinary high water line must occur from July 15 and September 30 of any year. Due to the lengthy spawning period for surf smelt in this portion of Puget Sound work will also be allowed from September 30 through December 31 and January 1 through February 15. A WDFW biologist will be available to conduct the beach survey. WDFW Biologist availability is subject to adequate notice from the contractor.
  - 1. The survey will be of any location where the contractor will be working on or over the beach with equipment along with a 50-foot buffer area past the projected area. If the WDFW Biologist does not detect surf smelt eggs during a beach survey, work must begin within seventy-two hours of survey and you must complete the work within two weeks of the survey.

2. The WDFW biologist will follow the department-approved intertidal forage fish spawning protocol and use the standard department data sheets when conducting forage fish spawning beach surveys. Within seventy-two hours of completing the survey, the WDFW biologist will submit the completed data sheets to the Department by emailing [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov), or by mailing to WDFW Post Office Box 43234, Olympia, Washington 98504-3234, or by faxing to (360) 902-2946. In addition, the biologist must preserve the winnowed portion of the sediment samples and retain them for a minimum of four weeks. The sediment samples must be provided to WDFW staff upon request.
  3. The contractor is responsible for coordinating with the WDFW Biologist to conduct the beach survey. The contractor will propose multiple dates for when the WDFW Biologist will need to conduct the beach survey with the intent to perform work within seventy-two hours of the survey. If the WDFW Biologist does detect surf smelt eggs during a beach survey, the contractor must select the next follow up beach survey date, and once again be able to perform work within seventy-two hours of the survey.
  4. If pile removal is unable to be performed prior to February 15, the contract may be extended to perform the pile removal from July 15 through July 31.
- E. Attachment 3, Site Photos and DNR BMPS, are provided showing photos of the remaining piles located in McAllister Creek.

#### 1.04 SUBMITTALS

The Contractor shall submit at a minimum the following:

- A. Demolition Plan: The contractor shall assess the condition of the piles and submit a written plan for the proposed removal method for each pile. The plan will also address worker safety and protection of the public. The plan shall describe the methods, work sequence, and means and methods to minimize waste, protection of the environment and location for temporary containment, how material will be off loaded, disposal procedures, and disposal site(s) approved by all environmental agencies, including permit and permissions as necessary.
- B. Removal Log: Contractor shall prepare and maintain a log of the number, type, removal methods, approximate dimensions (length and cross dimension), and Contractor shall provide narrative description of work completed including the number, removal method used, approximate sizes, general location (including tidal ranges) of all pilings. Snapped piles or other difficulties will be noted on the log, along with any unusual conditions encountered. A copy of the log shall be submitted to Owner prior to submitting invoices for the work that has been completed. Owner shall provide the Contractor a sample removal log upon request.
- C. Spill Prevention, Control and Countermeasures (SPCC) Plan: The Spill Prevention, Control and Countermeasures (SPCC) shall be submitted for review and comment to Owner prior to initiating any on-site work and must address construction sequences and procedures, material storage, material transfer procedures, emergency response procedures, and contact information for the individual(s) responsible for management of this plan.
- D. Disposal Tickets: Contractor shall provide copies of disposal tickets to Owner that clearly document the location and quantity of creosote, and all other materials disposed. A copy of the disposal tickets shall be submitted to Owner prior to payment for disposal.



- E. Dive Plan: Contractor shall meet all of the applicable federal diving regulations for completing diving work at this site. Prior to dive work the contractor shall provide Owner for review and comment a dive plan that includes a description of dive work, the safety procedures, emergency plan, and qualifications of the dive team.
- F. Submit post-project surveys (e.g., underwater video, photos at low-tide) along transects within the project area to Washington Department of Fish and Wildlife within two weeks of pile removal to verify debris removal.

## **PART 2 - PRODUCTS**

Not Used.

## **PART 3 - EXECUTION**

### **3.01 DEMOLITION**

- A. Prior to demolition, the method of demolition shall be determined by the Contractor and approved by the Owner.
- B. Blasting is not permitted.

### **3.02 REMOVAL**

- A. The use of a vibratory hammer is the preferred method for pile removal. Contractor shall make every effort to remove the entire pile using methods described in the Hydraulic Project Approval (HPA) and DNR BMPs prior to cutting any pile. Piles that are broken during the removal and/or cannot be fully removed by vibratory hammer or direct pull shall be cut and removed from the site. Pile cutting shall follow the conditions of the HPA and BMPs.
- B. When removing creosote piling, containment booms and absorbent booms (or other oil absorbent fabric) must be placed around the perimeter of the work area to capture wood debris, oil, and other materials released into marine waters as a result of construction activities to remove creosote pilings. All debris on the bed and accumulated in containments structures must be collected and disposed upland at an approved disposal site.
- C. Diver Assisted Cutting or Pulling of Submerged Piling and Debris: The Contractor shall make every effort to remove the entire pile using the methods described in the HPA and BMP's prior to cutting the piling. Cutting of the piling shall follow the conditions of the HPA and BMP's. Work may include the following:
  - 1. Assisting with the use of the vibratory hammer or direct pull methods to remove piles that need the assistance of a diver to be removed.
  - 2. Cutting subsurface pile stubs, unable to be removed by vibratory hammer or other approved methods.
  - 3. Removing detached piles that are submerged.

**3.03 DISPOSAL**

- A. Materials designated to be salvaged shall be carefully and neatly stockpiled in a location shown on the Drawings, or as approved by the Owner.
- B. All materials not designated to be salvaged shall become the property of the Contractor. Remove from the project site and dispose of legally. Prior to disposal, the Contractor shall provide the Owner with the locations of all disposal sites to be used and copies of applicable permits and approvals for each site.
- C. Burning is not allowed at the designated disposal site.

**3.04 BACKFILLING**

If a treated wood piling breaks during extraction, remove the stump from the water column by fully extracting. If the stump cannot be fully extracted, remove the remainder of the stump with a clamshell bucket, chain, or similar means, or cut it off three feet below the mudline. Cap all buried cut stumps and fill holes left by piling extraction with clean sediment that matches the native material.

END OF SECTION 02050