



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

ROSES LAKE ACCESS REDEVELOPMENT PHASE 2 REBID

**DIRECTOR:
KELLY SUSEWIND**

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

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



**DATE:
SEPTEMBER 2021**

**PROJECT NO.
CN:A44:2021-1**

**PROJECT MANAGER:
AARON W. YOUNG**

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.

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 September 30, 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:

Roses Lake Access Redevelopment Phase 2 Rebid

NUMBER:

CN:A44:2021-1

Provide all labor, material, equipment, and permits to construct and install fishing float, gangway with abutment, steel pipe piling, walking paths to access points from driveway, fishing platform, guardrail modifications and brush removal at the Department's Roses Lake Access Redevelopment Phase 2 Rebid Fishing Access Site, located at 2570 Green Avenue, Manson, Washington 98831 in Chelan County.

Engineer's Estimate: \$186,400

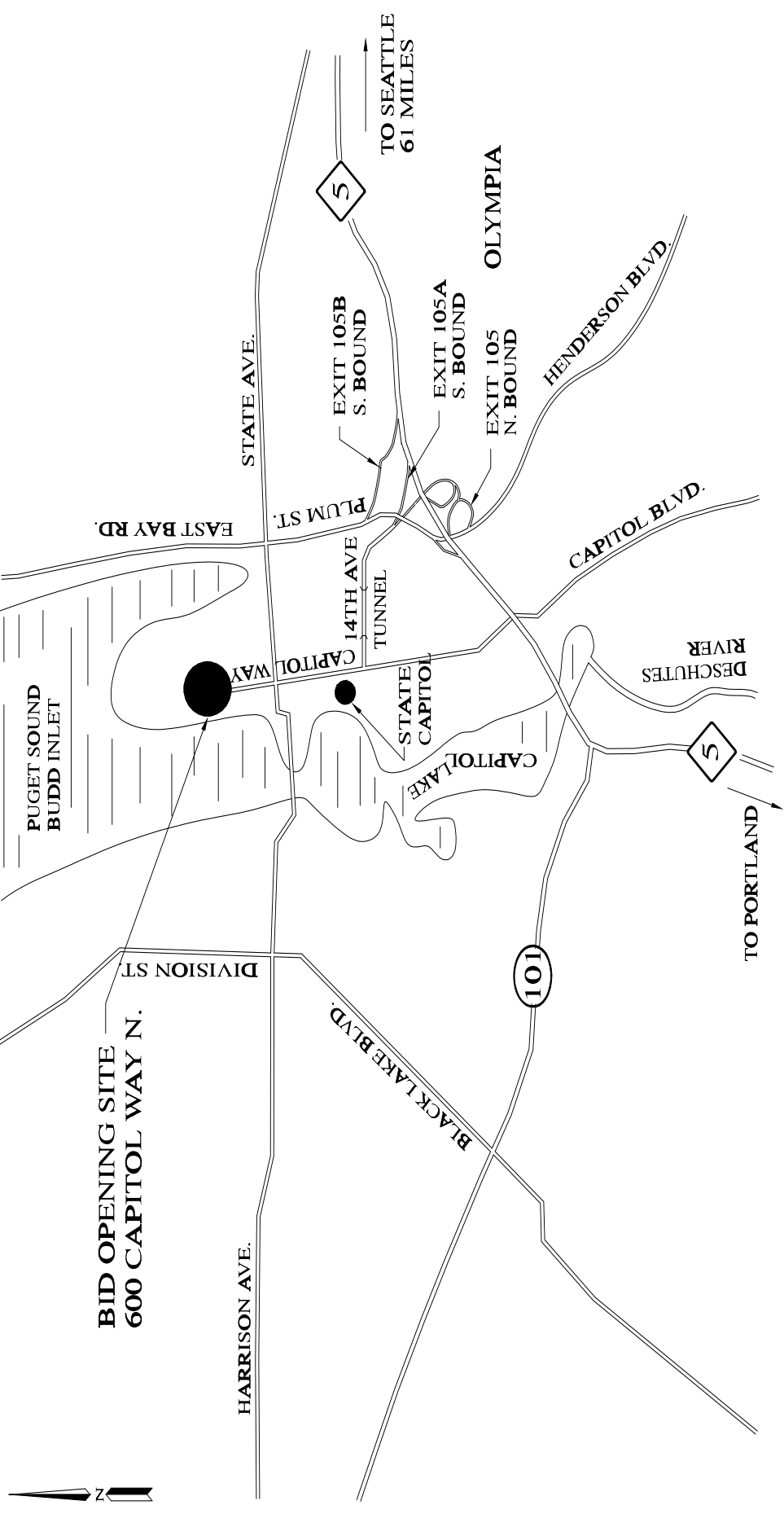
No pre-bid walkthrough is scheduled, Contractors are strongly encouraged to independently visit the site.

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 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.**

**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 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	BID ENCLOSED PROJECT NAME PROJECT NUMBER BID OPENING DATE/TIME
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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 delay in delivery times. We encourage the following:

- Hand deliver;
- Courier service;
- Allow sufficient amount of time;
- Use 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 is temporarily closing 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. 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;
- 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

DIVISION 0 – BID AND CONTRACT DOCUMENTS

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.

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.

DIVISION 0 – BID AND CONTRACT DOCUMENTS

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 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 September 24, 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: Roses Lake Access Redevelopment
Phase 2 Rebid

Project No.: CN:A44:2021-1

Bid Opening: 2:00 p.m. September 30, 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:

Lump Sum Items	
Bid Item 1: Install Gangway, Fishing Float and Piles – Provide all material, personnel, and equipment necessary and incidental to construct a cast-in-place concrete abutment, provide and install a pre-fabricated gangway, provide and install a pre-fabricated fishing float and provide and install piles.	\$
Bid Item 2: Clear and Grub Brush, Construct Access Paths, Modify Guard Rail – Provide all materials, personnel, and equipment necessary and incidental to clear and grub brush, provide erosion control, construct access paths, construct connecting walkways from asphalt driveway to access path and modify guard rail including installation of 4 new guardrail end caps.	\$
Bid Item 3: Construct Fishing Platform – Provide all materials, personnel, and equipment necessary and incidental to construct fishing platform.	\$
Base Bid (Sum of bid items 1 thru 3)	\$

00320 BID FOR VTRENCH 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.

Trench Excavation Safety Systems	\$
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00330 CONTRACT COMPLETION TIME

The bidder agrees to achieve Substantial Completion in 150 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 \$465.00 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.					
TOTALS					

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.

DIVISION 0 – BID AND CONTRACT DOCUMENTS

- 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%;"> Street Address City Zip Code </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 statues 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.

**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 3 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			

DIVISION 0 – BID AND CONTRACT DOCUMENTS

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

YES NO

If Yes, state reason why:

00440 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

Not Used.

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 (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: [Redacted]
Company Name: [Redacted]
Address: [Redacted]
Office Phone: [Redacted]
Email: [Redacted]

WDFW's Representative

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

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

00630 RETAINAGE OPTIONS



Contract No.: _____ Project: _____

Chapter 60.28 RCW requires in part that all contracts for public improvements or work by a public body must provide for retention from the amounts earned by the Contractor. Such monies are to be retained in accordance with the provision of the law for the protection and payment of any person supplying labor or material for such work and the State for taxes due from the Contractor.

The monies reserved from amounts due a Contractor at his/her option shall be: (Contractor mark choice):

- _____ A. Retained in a fund by the public body until 60 days following the final acceptance of said improvement or work as completed; or
- _____ B. Deposited by the public body in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until 60 days after the final acceptance of said improvement or work as completed, or until agreed to by both parties: Provided, that interest on such account shall be paid to the Contractor.
- _____ C. Placed in escrow with a bank or trust company until 60 days following final acceptance of said work or improvement as completed.
- _____ D. Contractor will submit a retainage bond for all or any portion of funds to be retained by Washington State Department of Fish and Wildlife.

The warrant or check representing monies to be placed in escrow shall be made payable jointly to the bank or trust company and the Contractor. Such monies must be converted into bonds and securities and held in escrow. The bonds and securities are to be chosen by the Contractor and approved by the State. When interest on such investments accrues and is paid, it must be forwarded to the Contractor.

The escrow agreement, in the form prescribed by WAC Chapter 82-32 and in addition to other requirements, must also provide for payment of all escrow costs and fees by the Contractor. A copy of the completed escrow agreement shall be provided by the escrow agent, the Contractor and the state agency prior to the time the first progress payment is made.

This completed option must be returned with the signed Contract Documents. No progress payment shall be made until the Contractor has exercised this option in writing.

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

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**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	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."

0

 (Contracting Firm) (Architect or Engineer)

By _____ By _____
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

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

Apprentice total hours worked this period:	0				
Journeyman total hours worked this period:	0				
Cumulative Apprenticeship hour Total brought forward from last reporting period:	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">Previous Total</td> <td style="width:50%; text-align: center;">New Total</td> </tr> <tr> <td style="text-align: center;">previous total</td> <td> </td> </tr> </table>	Previous Total	New Total	previous total	
Previous Total	New Total				
previous total					
Cumulative Journeymen hour Total brought forward from last reporting period:	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">Previous Total</td> <td style="width:50%; text-align: center;">New Total</td> </tr> <tr> <td style="text-align: center;">previous total</td> <td> </td> </tr> </table>	Previous Total	New Total	previous total	
Previous Total	New Total				
previous total					
Percentage					

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: _____
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DES Labor Form 100412

**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.

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- C. Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's' 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.

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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.

DIVISION 0 – GENERAL CONDITIONS

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.

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- 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.

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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;

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- 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.

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- 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.

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- 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.

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- 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.

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- 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*.

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- 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.

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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

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- 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.

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- 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.

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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
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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.

TABLE 00810.13	
ABBREVIATIONS OF ADMINISTRATIVE ORGANIZATIONS	
<i>AASHTO</i>	<i>American Association of State Highway and Transportation Officials</i>
<i>ACI</i>	<i>American Concrete Institute</i>
<i>AF&PA</i>	<i>American Forest & 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.

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01000 GENERAL REQUIREMENTS

01010 SUMMARY OF WORK

The Roses Lake Access Redevelopment Phase 2 Rebid project is the second phase of a multi-phase project to renovate and upgrade a public lake access site at Roses Lake near Manson, Washington in Chelan county. This project will include the clearing and removal of brush, construction of a cast-in-place concrete abutment, installation of a float access gangway, driving of piles, installation of a pile-secured fishing float, construction of a fishing platform, and creation of pedestrian walking trails. Additionally, this contract will also include the clearing and preparation of permit mitigation revegetation planting area. (Permit mitigation revegetation to be completed by others) The bid items for this project are described as follows:

Bid Item 1 - Install Gangway, Fishing Float and Piles: Provide all materials, personnel, and equipment necessary and incidental to construct one (1) cast-in-place concrete abutment as shown in the Drawings and described in the Specifications, provide and install one (1) pre-fabricated gangway, as shown in the Drawings and described in the Specifications and provide and install one (1) pre-fabricated multi-sectional fishing float with three (3) benches and provide and install four (4) piles. This task will include the manufacture and transport of the pre-fabricated structures to the site, assembly and installation in place and all finishes such as pile caps, seating benches and handrails for the floats.

Bid Item 2 - Clear and Grub Brush, Construct Access Paths, Modify Guard Rail: Provide all materials, personnel, and equipment necessary and incidental to clear and grub brush from site including mitigation planting area, install and maintain all necessary erosion control measures during construction and remove at project conclusion, construct access paths, and construct two (2) connecting CSBC walkways from asphalt driveway to access path and modify existing guard rail and install four (4) new guardrail end caps in locations shown as shown in the Drawings and described in the Specifications. Supply and install CSTC as required for grading elevation adjustment as shown in the Drawings and described in the Specifications.

Bid Item 3 – Construct Fishing Platform: Provide all materials, personnel, and equipment necessary and incidental to construct a 10 feet x 15 feet fishing platform as shown in the Drawings and described in the Specifications.

01011 OWNER FURNISHED ITEMS

Not Used.

01012 CONTRACT TIME

The bidder agrees to achieve Substantial Completion in 150 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.

DIVISION 1 – GENERAL REQUIREMENTS

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 Section 01012.

01060 REGULATORY REQUIREMENTS

- A. Washington Department of Fish and Wildlife has obtained the following listed permits:
 - U.S. Army Corps of Engineers (USACE) No Permit Required Letter (NPR)
 - Shoreline Substantial Development Permit (SSDP) - Addendum
 - Shoreline Substantial Development Permit (SSDP)
 - Hydraulic Project Approval (HPA) Major Modification
 - Joint Aquatic Resources Permit Application (JARPA)
 - State Environmental Policy Act (SEPA) Determination of Nonsignificance (DNS) - Addendum
 - Commercial Building Permit
 - Permit Drawings dated 2/25/2021
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.

DIVISION 1 – GENERAL REQUIREMENTS

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.
- C. Contractor shall follow the Cultural Resource plan including Inadvertent Discovery Plan or Monitoring Plan shown in Attachment 2

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.

- B. Due to existing fire danger, the following conditions apply if on a Wildlife Area, until Industrial Fire Precaution Levels (IFPL) warrant lifting of some or all of the conditions. If any conditions are lifted, it shall be done in writing by the Owner. If any additional conditions are required, it shall be done in writing by the Owner. If not within a Wildlife area, only the IFPL restrictions will apply.
 1. No smoking in the Wildlife Area except in an enclosed vehicle, per WAC 232-13-07000A.
 2. No fires or campfires in the Wildlife Area, per WAC 232-1307000A.
 3. No open flame, welding, metal cutting, chainsaw operation, or any activity that may cause a spark or hot metal in the Wildlife Area, per WAC 232-13-05000A.
 4. No operation or parking of a motor vehicle (road vehicles and off-road vehicles) off developed roadways in the Wildlife Area. However, it is permissible to park in an area devoid of vegetation within 10 feet of a developed roadway. For purposes of this paragraph, a developed roadway is a roadway constructed for standard highway vehicles with an asphalt, gravel or dirt surface with no vegetation, 14 feet wide or more. Trails or tracks are not such roadways.
 5. A violation of these provisions is punishable under RCW 77.15.160(5)(b). A violation of these provisions may result in removal of offending personnel from the work, per General Conditions Section 00705.01 Contractor Control and Supervision.

DIVISION 1 – GENERAL REQUIREMENTS

6. All vehicles shall be equipped with a fire extinguisher, 2 gallons of water, and a shovel. All worksites shall have a fire extinguisher and shovel present. The Contractor shall take all reasonable precautions to prevent fires.
7. The Contractor shall have an employee remain at the worksite with sufficient firefighting capability, for at least one hour after work has ceased for the day, or if leaving for more than one hour, to ensure no fires have started.
8. The Contractor shall contact the Site/Facility Manager at the beginning of each week; Monday mornings, for any special instructions.

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, e.g., building permits, equipment or clearance permits, etc. and the expected date of submittal for the permit and required date for receipt of the permit.

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:

1. Wherever called for in the Contract or where required by the Owner, the Contractor shall furnish 1 hardcopy (to be retained by the Owner) plus one complete electronic copy in Acrobat (pdf) format, of each Shop Drawing submittal unless otherwise indicated in the Contract. Shop Drawings may include, but not limited to detail design calculations, shop-prepared drawings, fabrication and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items.

DIVISION 1 – GENERAL REQUIREMENTS

2. Whenever the Contractor is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an Engineer registered in the appropriate branch and in the state wherein the work is located, unless otherwise indicated.
3. Organization:
 - a. A single submittal transmittal form shall be used for each technical Specification section or item or class of material or equipment for which a submittal is required. A single submittal covering multiple sections will not be acceptable, unless the primary Specification references other sections for components.

Example: if a pump section references other sections for the motor, shop-applied protective coating, anchor bolts, local control panel, and variable frequency drive, a single submittal would be acceptable and should be submitted under the pump section. A single submittal covering vertical turbine pumps and horizontal split case pumps would not be acceptable.
 - b. On the transmittal form, index the components of the submittal and insert tabs in the submittal to match the components. Relate the submittal components to Specification paragraph and subparagraph, Drawing number, detail number, schedule title, room number, or building name, as applicable.
 - c. Terminology and equipment tag names and numbers used in submittals shall match those used in the Contract. Where a submittal includes multiple pieces covered under a section the submittal shall clearly indicated the tag name or number for each piece included on all pages related to that piece.
 - d. Disorganized submittals that do not meet the requirements of the Contract will be returned without review.
4. Format:
 - a. Minimum sheet size shall be 8 1/2 inches by 11 inches. Maximum sheet size shall be 11 inches by 17 inches. Every page in a submittal shall be numbered in sequence. Each copy of a submittal shall be collated and stapled or bound, as appropriate. The Owner will not collate sheets or copies.
 - b. Where product data from a manufacturer is submitted, clearly mark which model is proposed, along with all complete pertinent options, data, capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports indicated. Sufficient level of detail shall be presented for assessment of compliance with the Contract. Indicating marks or methods shall be such that they are reproducible and remain legible when scanned or copied in black and white system. The Contractor shall clearly indicate what is to be provided, the Owner will make no assumptions from unmarked options lists.
 - c. Each submittal shall be assigned a unique number. Submittals shall be numbered sequentially, and the submittal numbers shall be clearly noted on the transmittal and shall include the primary Specification number.

Original submittals shall be assigned a numeric submittal number followed by a numeric resubmittal number to distinguish between the original submittal (0) and each

DIVISION 1 – GENERAL REQUIREMENTS

resubmittal (1, 2 etc.). In the name of the electronic file; number submittals sequentially using a set brief descriptor followed by the unique sequential submittal number, submittal content title and 6-digit primary specification section number.

Submittals Examples: “[Project Name] Rebuild Submittal 1.0-Schedule of Values-01300.pdf”; “[Project Name] Rebuild Submittal 2.0-Construction Schedule-01300.pdf”.

Resubmittals shall include only information directly related to the previous submittal. If portions of a submittal are changed and other portions remain the same upon resubmittal, the resubmittal shall include all changed and unchanged portions so that each resubmittal is a complete document.

Resubmittals Examples: “[Project Name] Rebuild Submittal 1.1-Schedule of Values-01300.pdf” for the first resubmittal and “[Project Name] Rebuild Submittal 1.2-Schedule of Values-01300.pdf” for the second resubmittal, and so on.

5. Review Process:

- a. Except as may otherwise be indicated, the Owner will return each submittal to the Contractor with comments noted thereon, within 14 calendar days following receipt by the Owner. It is considered reasonable that the Contractor will make a complete and acceptable submittal to the Owner by the first resubmittal on an item. For example, for a submittal that requires 2 resubmittals before it is complete, the accumulated review period could be 42 calendar days.
- b. If a submittal is returned to the Contractor marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of the submittal will not be required. If a component or section of the submittal is returned to the Contractor specifically marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of that component or section of the submittal will not be required.
- c. If a submittal is returned marked "Make Corrections Noted," Contractor shall make the corrections on the submittal, but formal revision and resubmission will not be required. If a component or section of the submittal is returned to the Contractor specifically marked "Make Corrections Noted," formal revision and resubmission of that component or section of the submittal will not be required.
- d. If a submittal, or portion of a submittal, is returned marked "AMEND-RESUBMIT," the Contractor shall revise it and shall resubmit the required number of copies. If any portion of a submittal is returned marked "AMEND-RESUBMIT," the status of the entire submittal shall be considered "AMEND-RESUBMIT," however, only the portions indicated need to be updated in the resubmittal.
- e. If a submittal is returned marked "REJECTED-RESUBMIT," it shall mean either that the proposed material or product does not satisfy the Specification, the submittal is so incomplete that it cannot be reviewed or is a substitution request that will not be reviewed because it is not submitted in accordance with the Contract. The Contractor shall prepare a new submittal and shall submit the required number of copies.
- f. Resubmittal of rejected portions of a previous submittal will not be allowed. Every change from a submittal to a resubmittal or from a resubmittal to a subsequent resubmittal shall include a summary page at the front of the submittal listing

DIVISION 1 – GENERAL REQUIREMENTS

responses to previous review comments and a list of items that have changed from the previous submittal/resubmittal. Changed items shall be flagged where they occur in the resubmittal.

- g. Fabrication of an item may commence only after the Owner has reviewed the pertinent submittals and returned copies to the Contractor with the submittal marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the work and shall not be taken as changes to the Contract.
- h. Submittals shall be carefully reviewed by an authorized representative of the Contractor prior to submission to the Owner. Each submittal shall be dated and signed by the Contractor as being correct and in strict conformance with the Contract. In the case of Shop Drawings, each sheet shall be so dated and signed. Any approved deviations from the Contract shall be noted on the transmittal sheet.

The Owner will only review submittals that have been so verified by the Contractor. Non-verified submittals will be returned to the Contractor without action taken by the Owner, and any delays caused thereby shall be the total responsibility of the Contractor.

- i. Corrections or comments made on the Contractor's Shop Drawings during review do not relieve the Contractor from compliance with Contract Drawings and Specifications. Review is for conformance to the design concept and general compliance with the Contract only. The Contractor is responsible for confirming and correlating quantities and dimensions, fabrication processes and techniques, coordinating work with the trades, and satisfactory and safe performance of the work.

D. Samples:

1. The Contractor shall submit the number of samples indicated by the Specifications. If the number is not indicated, submit not less than 1 sample. Where the amount of each sample is not indicated, submit such amount as necessary for proper examination and testing by the methods indicated.
2. Samples shall be individually labeled or tagged, indicating the salient physical characteristics and manufacturer's name. Upon acceptance by the Owner, one set of the samples will be stamped and dated by the Owner and returned to the Contractor, one set of samples will be retained by the Owner, and one set shall remain at the Work Site in the Owner's field office until completion of the work.
3. Unless indicated otherwise, the Owner will select colors and textures from the manufacturer's standard colors and standard materials, products, or equipment lines. If certain samples represent non-standard colors, materials, products, or equipment lines that will require an increase in Contract Times or Price, the Contractor shall clearly state so on the transmittal page of the submittal.
4. The Contractor shall schedule sample submittals such that:
 - a. Sample submittals for color and texture selection are complete so the Owner has 14

DIVISION 1 – GENERAL REQUIREMENTS

calendar days to assemble color panels and select color and texture dependent products and materials without delay to the construction schedule.

- b. After the Owner selects colors and textures, the Contractor has sufficient time to provide the products or materials without delay to the construction schedule. The Contract Times will not be extended for the Contractor's failure to allow enough review and approval or selection time, failure to submit complete samples requiring color or texture selection, or failure to submit complete or approvable samples.

E. Record Drawings:

1. The Contractor shall maintain one set of Drawings at the Project Site for the preparation and weekly update of record drawings.
 - a. To reflect the current as-built condition, including all items required for Blackline and Blueline Drawings defined herein.
2. The Record Drawings shall mark every project condition, location, configuration, and any other change or deviation which may differ from the Contract Drawings at the time of award, including buried or concealed construction and utility features that are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of buried utilities that differ from the locations indicated, or that were not indicated on the Contract Drawings.
3. Record drawings shall be supplemented by any detailed sketches as necessary or as Contractor is directed, to fully indicate the work as actually constructed. These record drawings are the Contractor's representation of as-built conditions, shall include revisions made by addenda and change orders, and shall be maintained up-to-date during the progress of the work.
 - a. Blackline Drawings: The Contract drawings shall be used as the basis for the record drawings.
 - 1) All new drawings issued during construction or bidding that are incorporated into the Contract via RFIs, Deviations, Design Changes, or other means shall be included in the drawings as the basis for the record drawings (Blackline Drawings).
 - 2) All drawings issued during construction or bidding that are incorporated into the Contract via RFIs, Deviations, Design Changes, or other means to replace previous versions of the same drawing shall be included in the drawings as the basis for the record drawings (Blackline Drawings).
 - b. Blueline Drawings: The Contractor shall incorporate all RFIs, Deviations, Design Changes, and other changes and clarifications to the Contract Documents into the Blackline Drawings in the color blue Blueline Drawings. All blue marks shall identify the relevant RFIs, Deviations, Design Changes, etc. Identification alone or partial incorporation of RFIs, Deviations, Design Changes, etc. shall not be considered as meeting the requirements of the Contract. RFIs, Deviations, Design Changes, etc. must be fully incorporated and identified.

DIVISION 1 – GENERAL REQUIREMENTS

- c. The Contractor shall document the as-built condition of the project by marking changes to the Blueline Drawings in the color red. This drawing set shall be the final Record Drawings.
- d. Where red marks are not shown on the Record Drawings it is understood that the Blueline Drawings match the as-built condition.

F. Quality Control ("QC") Submittals:

- 1. Quality control submittals are defined as those required by the Specifications to present documentary evidence to the Owner that the Contractor has satisfied certain requirements of the Contract.
- 2. Unless otherwise indicated, QC submittals shall be submitted: Before delivery and unloading, for the following types of submittals:
 - a. Manufacturers' installation instructions
 - b. Manufacturers' and Installers' experience qualifications
 - c. Ready mix concrete delivery tickets
 - d. Design calculations
 - e. Affidavits and manufacturers' certification of compliance with indicated product requirements
 - f. Laboratory analysis results
 - g. Factory test reports
 - h. Inspection results and reports of Contractor's testing firm for special inspections.
- 3. Unless otherwise indicated, QC submittals shall be submitted within 30 Business Days of the event documented for the following types of submittals:
 - a. Manufacturer's field representative certification of proper installation
 - b. Field measurement
 - c. Field test reports
 - d. Receipt of permit
 - e. Receipt of regulatory approval
- 4. The Owner will record the date that a QC submittal was received and review it for compliance with submittal requirements, but the review procedures and Owner time limits above for Shop Drawings and samples will not apply.

DIVISION 1 – GENERAL REQUIREMENTS

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 may use the public restrooms at the facility but must be responsible during periods when he is the primary user to maintain the restrooms to a standard of order and cleanliness acceptable to the Owner.
- 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 OPERATION AND MAINTENANCE (O&M) MANUALS

Not Used.

END OF SECTION 01000

ATTACHMENT 1: PERMIT(S)

U.S. Army Corps of Engineers (USACE) No Permit Required Letter (NPR)
Shoreline Substantial Development Permit (SSDP) - Addendum
Shoreline Substantial Development Permit (SSDP)
Hydraulic Project Approval (HPA) Major Modification
Joint Aquatic Resources Permit Application (JARPA)
State Environmental Policy Act (SEPA) Determination of Nonsignificance (DNS) - Addendum
Commercial Building Permit
Permit Drawings dated 2/25/2021



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

Regulatory Branch

April 13, 2021

Ms. Anna Marie Sample
Washington Department of
Fish and Wildlife
600 Capitol Way North
Olympia, Washington 98501

Reference: NWS-2020-143
Roses Lake Access
Redevelopment

Dear Ms. Sample:

We have received your application for a Department of the Army (DA) permit to install a fishing float and platform in Roses Lake near Manson, Chelan County, Washington, as depicted on the enclosed drawings dated February 25, 2021. We have reviewed the information you provided to us pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act (RHA). We have determined that no action by the U.S. Army Corps of Engineers (Corps) is required for the proposed work described in your application and drawings.

Under Section 10 of the Rivers and Harbors Act of 1899, a Section 10 DA permit is normally required for work or structures in or affecting navigable waters of the U.S. Because Roses is not a navigable water, a Section 10 DA permit is not required.

Under Section 404 of the Clean Water Act, a DA permit is normally required for the discharge of dredged or fill material into waters of the U.S., including wetlands and navigable waters of the U.S. For more information, see the enclosed *Clean Water Act Extracts and Definitions*. Roses Lake is a water of the U.S. However, because the placement of Fishing Float and Fishing Platform is impacting a wetland buffer but does not involve a discharge of dredged or fill material, a Section 404 DA permit is not required.

While a DA permit is not required, local, State, and other Federal requirements may still apply. If you have any questions, please contact Jess Jordan at dale.j.jordan@usace.army.mil or (206) 316-3967.

Sincerely,



for Jacalen M. Printz, Section Chief
Regulatory Branch



CHELAN COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT

ADDENDUM

SHORELINE SUBSTANTIAL DEVELOPMENT PERMIT

SDP 2020-010

Owner/Applicant: Washington Department of Fish and Wildlife
Anna Marie Sample
600 Capitol Way N
Olympia, WA 98501

TO: Community Development Assistant Director

FILE NUMBER: SDP 2020-010

PROPOSAL: The applicant is requesting an addendum to a shoreline substantial development permit (SDP 2020-010) for Phase 2 of the public access redevelopment project on Roses Lake. The addendum would allow the applicant to modify the previously proposed '28 ft. x 16 ft. fishing platform with a shore-based atop a cast-in-place concrete foundation; the platform is to be suspended approximately 16 ft. waterward of the shore on (3) steel piles driven into the lakebed.' The revised design would install a new 'ADA-compliant 10 ft x 40 ft. fishing float with (4) steel piling, mechanically driven into the lakebed and accessed via a shore-mounted 60 ft x 4 ft gangway.'

Upon the following property: The proposed property is located at 2620 Green Ave, Manson, WA 98831 (Assessor's parcel number: 28-21-26-613-032). The proposed property is located within the Rural Public Lands zoning district and within the 'rural' shoreline environment designation for Roses Lake, a shoreline of Statewide Significance.

This proposed project is consistent with the permit requirement per WAC 173-27-100(6):

A permit revision is required whenever the applicant proposes substantive changes to the design, terms or conditions of a project from that which is approved in the permit. Changes are substantive if they materially alter the project in a manner that relates to its conformance to the terms and conditions of the permit, the master program and/or the policies and provisions of Chapter 90.58 RCW. Changes which are not substantive in effect do not require approval of a revision.

When an applicant seeks to revise a permit, local government shall request from the applicant detailed plans and text describing the proposed changes.

- 1) If local government determines that the proposed changes are within the scope and intent of the original permit, and are consistent with the applicable master program and the act, local government may approve a revision.
- 2) 'Within the scope and intent of the original permit' means all of the following:
 - a) No additional over water construction is involved except that pier, dock, or float construction may be increased by five hundred square feet or ten percent from the provisions of the original permit, whichever is less;

- b) Ground area coverage and height may be increased a maximum of ten percent from the provisions of the original permit;
 - c) The revised permit does not authorize development to exceed height, lot coverage, setback, or any other requirements of the applicable master program except as authorized under a variance granted as the original permit or a part thereof;
 - d) Additional or revisited landscaping is consistent with any conditions attached to the original permit and with the applicable master program;
 - e) The use authorized pursuant to the original permit is not changed; and
 - f) No adverse environmental impact will be caused by the caused by the project revision.
- 6) If the revision to the original permit involves a conditional use or variance, local government shall submit the revision to the department for the department's approval, approval with conditions, or denial, and shall indicate that the revision is being submitted under the requirement of this subsection. The department shall render and transmit to local government and the applicant its final decision within fifteen days of the date of the department's receipt of the submittal from local government. Local government shall notify parties of record of the department's final decision.

Finding of Fact: The revision of SDP 2020-010 will modify 'the 28 ft. x 16 ft. fishing platform with a shore-based atop a cast-in-place concrete foundation; the platform is to be suspended approximately 16 ft. waterward of the shore on (3) steel piles driven into the lakebed.' The revised design will install a new 'ADA-compliant 10 ft x 40 ft. fishing float with (4) steel piling, mechanically driven into the lakebed and accessed via a shore-mounted 60 ft x 4 ft gangway.'

Conclusion: The proposed changes are within the scope and intent of the prior permit of the original Shoreline Substantial Development Permit and meet the criteria of WAC 173-27-100(6).

This revision shall comply with the following:

1. Pursuant to the International Building Code, a copy of this permit and attached conditions shall be kept on-site and provided to the contractor and all others working within the shoreline area at all times. The applicant, contractor, machinery operators and all others working within the shoreline area shall have read this permit and attached conditions and shall follow its conditions at all times.
2. Pursuant to WAC 173-27-100(5), all conditions of approval for the previous shoreline Substantial Development Permit, SDP 2020-010, remain in full force and are applicable to this revision.
3. Pursuant to WAC 173-27-100-(1), construction shall proceed substantially as shown on the application materials on the file with the Chelan County Department of Community Development.

The proposed Development is:

	Consistent	Inconsistent
Policies of the Shoreline Management Act	<i>✓</i>	()
The Chelan County Shoreline Master Program	<i>✓</i>	()

Catherine Lorbeer

7/14/2021

Catherine Lorbeer, AICP, Assistant Director of Chelan County Community Development

Date

NOTE:

This activity is categorically exempt from the State Environmental Policy Act (SEPA) requirements. Therefore, a SEPA checklist and determination are not required from the Chelan County Planning Department. Exemptions are based only on the plans and application materials, noted above, received from the applicant. Any changes shall be reviewed by this department to ensure continued compliance with the goals, policies and requirements of the Shoreline Management Act and the Chelan County Shoreline Master Program and to ensure that the exemption is still valid. The applicant is responsible for circulation his/her application materials to jurisdictional agencies and obtaining and complying with all federal, state and local permits required.

CC: Washington State Department of Fish and Wildlife
U.S. Army Corps of Engineers
Washington State Department of Ecology
Department of Natural Resources
Yakama Nation
Colville Reservation
WA State Dept. of Archaeology and Historic Preservation



CHELAN COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT
316 WASHINGTON STREET, SUITE 301, WENATCHEE, WA 98801
TELEPHONE: (509) 667-6225 FAX: (509) 667-6475

IN THE MATTER OF)
SHORELINE SUBSTANTIAL DEVELOPMENT)
PERMIT NO. SDP 20-010)
WA DEPT. OF FISH & WILDLIFE

FINDINGS OF FACT,
CONCLUSIONS OF LAW
AND DECISION

THIS MATTER, an application for a shoreline substantial development permit was submitted for Phase 2 of the public access redevelopment project on Roses Lake. The application proposes to build on to Phase 1 of the project by increasing the pedestrian fishing capacity by completing the following: install a new ADA-compliant fishing float, construct an ADA-compliant fishing platform, and install an ADA-complaint paved walkway. The application was received and decided upon, pursuant to the Chelan County Shoreline Management Program and Chelan County Code.

DECISION

Based upon the following Findings of Fact and Conclusions of Law, Shoreline Substantial Development Permit **SDP 20-010** is hereby **CONDITIONALLY APPROVED**, subject to the conditions noted herein. Unless otherwise noted, the conditions of approval must be accomplished by the applicant and/or authorized agent prior to recording the final short plat.



 Deanna Walter, Interim Assistant Director
 Department of Community Development



 Date

This administrative decision is final unless appealed within ten (10) working days to the Hearing Examiner as provided for in the provisions of Chelan County Shoreline Master Program section 7.13.1, Appeals of Shoreline Administrator Determinations and Decisions, from the date this Administrative Decision was issued.

FINDINGS OF FACT

1. Pursuant to Chelan County Shoreline Master Program (CCSMP) Section 7.1.1(3), unless otherwise directed in an applicable regulation, the Director is responsible for issuing administrative decisions and is vested with the authority to grant, grant with conditions, or deny Shoreline Substantial Development Permits.
2. On February 24, 2020, WA Dept. of Fish & Wildlife (WDFW) requested a Shoreline Substantial Development Permit for Phase 2 of the public access redevelopment project on Roses Lake. The application proposes to build on to Phase 1 of the project by increasing the pedestrian fishing capacity by completing the following: install a new ADA-compliant fishing float, construct an ADA-compliant fishing platform, and install an ADA-complaint paved walkway.
 - 2.1. The proposed float is to be 10 ft. x 40 ft. with (4) steel piles and a 60 ft. x 5 ft. gangway; the piles are to be driven into the lakebed.
 - 2.2. The 28 ft. x 16 ft. fishing platform will be shore-based atop a cast-in-place concrete foundation; the platform is to be suspended approximately 16 ft. waterward of the shore onto (3) steel piles driven into the lakebed.
 - 2.3. The 155 ft. x 5 ft. paved walkway will extend from the existing paved parking area along the NW of the parking area and would lead to the existing and proposed fishing structures.
3. The subject property is located at 2570 Green Ave., Manson, WA 98831 and identified by Chelan County Assessor's Parcel Number 28-21-26-613-032.
4. The subject property is zoned Rural Public Lands & Facilities (RP).
 - 4.1. Based on the application materials, the proposed development would be consistent with the goals and objectives of the Chelan County Comprehensive Plan for the RP land use designation.
5. The surrounding properties are zoned:
 - 5.1. North: Roses Lake
 - 5.2. South: Green Ave. / Commercial Agricultural Lands (AC) zoning
 - 5.3. East: Rural Waterfront (RW) / Commercial Agricultural Lands (AC) zoning
 - 5.4. West: Rural Residential/Resource 2.5 (RR2.5) / Commercial Agricultural Lands (AC) zoning
6. The site plan of record is date stamped February 24, 2020 (Exhibit A).
7. The subject property is legally described as Lot 804 of Highline No. 8..
8. Pursuant to CCSMP Section 8, definition of 'legal lot of record,' the subject property is a legal lot of record having been created through a subdivision process.
9. Deed for Right to Use Land for Public Recreation Purposes recorded February 25, 1974 under AFN: 738807 identifies WDFW as legal owner of the subject property.
10. Pursuant to CCSMP 7.4(C), a Determination of Complete Application was issued on March 23, 2020 establishing that the application was complete for processing.
11. An Affidavit of Mailing was completed showing that notices were mailed to all property owners within 300 feet, excluding 60 feet of street right-of-way, of the project boundary on March 26, 2020.
12. An Affidavit of Posting was submitted by Anna Sample (agent), showing that the subject property was posted May 26, 2020 through June 8, 2020.
13. The proposed development would be consistent with Chelan County Shoreline Master Program Goals and Objectives, specifically:
 - 13.1. **Goal PA 1:** Ensure public access to shorelines—is safe convenient and diversified; makes provisions for public access to publicly owned shoreline jurisdiction; avoids endangering life

or adverse effects on property or fragile natural features; minimizes conflicts between public and private property; enables the public to enjoy the physical and aesthetic qualities of natural shorelines of the state which shall be preserved to the greatest extent feasible consistent with the overall best interest of the state and the people; and is designed for persons with disabilities, where feasible, consistent with state and federal standards.

- 13.2. **Goal REC 1:** Promote diverse, convenient, and adequate recreational opportunities along shorelines for local residents and visitors.
- 13.3. **Goal CONS 2:** Encourage the restoration of shoreline areas which have been modified, blighted, or otherwise disturbed by natural or human activities.
14. CCSMP Section 3.2 Shoreline Environment Designations
 - 14.1. (4): The subject is located within the 'Rural' Shoreline Environment Designation of Lake Chelan.
 - 14.1.1. (A): The proposed development would be consistent with the purpose of the Rural Environment Designation.
 - 14.1.2. (B): The proposed development would be consistent with the density and intensity of uses within this Rural Shoreline Designation.
 - 14.1.3. (C): The proposed development would be consistent with the management policies of Rural Environment Designation.
15. CCSMP Section 3.4 Shorelines of the State & Statewide Significance
 - 15.1. (1): The proposed development would be located within the shoreline jurisdiction of Roses Lake, a Shoreline of Statewide Significance.
 - 15.2. (2): This development would be consistent with Use Preferences for Shorelines of Statewide Significance
16. CCSMP Section 3.6 Shoreline Use Matrix
 - 16.1. The proposed in-water structures would be considered "Water-oriented Recreation" and requires a SDP for the public access redevelopment project on Roses Lake.
17. CCSMP Section 3.7 Shoreline Development Standards
 - 17.1. As conditioned, the proposed development would meet the shoreline development standards.
18. CCSMP Section 3.8 Shoreline Buffers
 - 18.1. The proposed development would be located within the 100 ft. shoreline buffer and primarily waterward of the Ordinary High Water Mark (OHWM); therefore, the provisions of this section would apply.
19. CCSMP Section 7.5.2 Shoreline Substantial Development Permits, Permit Review Criteria
 - 19.1. *In order for the permit to be approved, the decision maker must find that the proposal is affirmatively consistent with the following:*
 - A. *How is the proposal consistent with the policies and procedures of the Act (RCW 90.58)?*
 - B. *How is the proposal consistent with the provisions of Chapter 173-27 WAC, Shoreline Management Permit and Enforcement Procedures?*
 - C. *How is the proposal consistent with this SMP?*

The provisions of the SMA and WAC have been met through the adoption of the CCSMP. The appropriate CCSMP requirements are addressed below.

The project would not be exempt from the substantial development permit requirement.

20. CCSMP Section 4.1 Archaeological & Historic Resource Regulations

- 20.1. (A): No comments were received indicating that the proposed development is located in an area of high probability of archaeological resources; therefore, this section would not apply.
- 20.2. (B): Developers and property owners must immediately stop work and notify the County, the Washington State Department of Archaeology and Historic Preservation, and affected Indian tribes if archaeological resources are uncovered during excavation
- 20.3. (C): Applicants must submit an Inadvertent Discovery Plan prior to commencing any development authorized by this SMP. A copy of the plan must be kept on site during ground disturbing activities (Exhibit B).

21. CCSMP Section 4.2 Ecological Protection & Critical Area Regulations

- 21.1. (A): CCSMP Appendix B Section 6.1 Wetlands: According to the National Wetlands Inventory Map prepared by the US Department of Fish and Wildlife Services, the subject property does not contain any mapped wetlands; therefore the provisions of this section would not apply.

Appendix B Section 6.2 Critical Aquifer Recharge Areas: The applicant submitted an Aquifer Recharge Area Disclosure Form, date stamped February 24, 2020.

Appendix B Section 6.3 Frequently Flooded Areas: According to the Federal Emergency Management Agency, FIRM panel # 5300150225A, the subject property is not located within floodplain; therefore the provisions of this section would not apply.

Appendix B Section 6.4 Geologically Hazardous Areas: According to the Chelan County GIS mapping, the subject property is located within an identified geologically hazardous area containing erosive soils; therefore, the provisions of this section would apply to accessory structures that do not contain habitable space. The proposed accessory uses and structures do not meet the definition of 'habitable space' as defined in CCC Section 14.98.920; therefore, the provisions of the above section would not apply and a geological site assessment would not be required.

Appendix B Section 6.5 Fish and Wildlife Habitat Conservation Areas: According to Washington Department of Fish and Wildlife Habitat Conservation data, the subject property is located within known riparian habitat area; therefore, the provision of this section would apply.

- 21.2. (B)&(C): Based on the application materials, the design of the proposed development is anticipated to avoid adverse impacts to the shoreline and the ecological functions.

Mitigation is proposed through planting native vegetation and through the removal of invasive species, primarily Himalayan blackberry; the invasive species would be removed prior to the mitigation plantings being installed in the proposed area.

22. CCSMP Section 4.4 Public Access Regulations

- 22.1. The proposed development is to continue to provide safe public access to Roses Lake by increasing pedestrian fishing capacity; therefore, the provisions of this section would be satisfied.

23. CCSMP Section 4.5 Vegetation Conservation & Shoreline Buffer Regulations

- 23.1. With the proposed development, brush and small trees would be removed in order to place the walking path; vegetation removal is to be the minimum necessary to construct the walking path.

Following construction, vegetation not located in the walkway or in the structure corridors would be allowed to return with regular management to prevent overgrowth.

No vegetation below the OHWM of Rose Lake is proposed to be removed with development.

24. CCSMP Section 4.6 Water Quality, Stormwater, & Nonpoint Pollution Regulations
- 24.1. As conditioned, the proposed development would comply with CCSMP regulations for stormwater management.
25. CCSMP Section 5.1 General Upland Shoreline Modification & Use Regulations
- 25.1. As conditioned, the proposed development would comply with the CCSMP regulations for upland shoreline development.
26. CCSMP Section 5.2 General Aquatic Shoreline Modification & Use Regulations
- 26.1. As conditioned, the proposed development would comply with the CCSMP regulations for aquatic shoreline modification and uses.
27. CCSMP Section 5.15 Recreational Regulations
- 27.1. As described in the application materials, the proposed development is for Phase 2 of the Roses Lake redevelopment plan. Phase 1 of the project given file no(s). SDP 2018-446 / SCUP 2018-447, were reviewed and approved by the Chelan County Hearing Examiner on April 4, 2019. Phase 1 included upgrades to the parking areas, installation of stormwater facilities, and 2,852 sq. ft. of native mitigation plantings.
- Therefore, as conditioned, the proposed Phase 2 development would comply with the CCSMP regulations for recreational facilities.
28. Pursuant to CCSMP Section 7.3, the Notice of Application was referred to surrounding property owners within 300 feet (excluding 60 feet right-of-way), jurisdictional agencies and departments of the County. These agencies and surrounding property owners were notified on March 26, 2020, with comments due April 25, 2020. Agency comments are considered in the staff report and, when appropriate, associated recommended Conditions of Approval. All comments are included in the file of record. The following is a list of Agencies who received notice and the date comments were received.

Agencies Notified	Response Date	Agencies Notified	Response Date
Chelan County Building	March 26, 2020	US Army Corps of Engineers	No Comment
WA State Department of Ecology	No Comment	WA State Dept. of Archaeology & Historic Preservation	No Comment
WA State Department of Fish & Wildlife	No Comment	Yakama Nation	No Comment
Chelan County PUD	No Comment	Confederated Tribes of the Colville Reservation	No Comment
WA Dept. of Natural Resources	No Comment	Manson Community Council	No Comment

- 28.1. No public comments were received for the proposed development.
29. Pursuant to WAC 197-11-800(6) of the State Environmental Policy Act (SEPA), the proposed action is not categorically exempt from environmental review and a threshold determination. A copy of the SEPA Checklist was submitted with application; a Determination of Non-Significance was issued by WA Dept. of Fish & Wildlife as lead agency on February 11, 2020.

CONCLUSIONS OF LAW

1. The Director of Community Development is the Administrator of the Chelan County Shoreline Master Program and has authority to render this Decision.
2. The proposed development was processed consistent with Chelan County Code Section 14, Development Permit Procedures and Administration.
3. Referral agency comments were received and considered in the review of this proposal
4. The subject property is within the Rural Public Lands & Facilities (RP) land use designation. As described, the proposal is consistent with the Chelan County Comprehensive Plan for public recreational uses.
5. As conditioned, the proposed development is consistent with the Shoreline Management Act, Washington Administrative Code, Chelan County Code, and Chelan County Shoreline Master Program.
6. As conditioned, the proposed development can demonstrate that no net loss would be a result of the application.
7. Environmental and Critical Areas review has been completed. As conditioned, the proposal would not have negative impacts on critical areas which cannot be mitigated.
8. The authorization of the shoreline permit would not be materially detrimental to the purpose of the Revised Code of Washington, The Washington Administrative Code, the Chelan County Shoreline Master Program, the Chelan County Comprehensive Plan, or not be otherwise detrimental to the public interest.
9. Subject to the Conditions of Approval, the project design is consistent with the Chelan County Shoreline Master Program requirements.
10. Any Finding of Fact that is more correctly a Conclusion of Law is hereby incorporated as such by this reference.

CONDITIONS OF APPROVAL

All conditions imposed by this decision shall be binding on the applicant, which includes the owner or owners of the properties, heirs, assigns, and successors.

1. Pursuant to WAC 173-27-150 and RCW 90.58.130(2), prior to commencement of this project, the applicant must obtain any necessary aquatic permits from agencies with jurisdiction which may include, but is not limited to, the Washington State Department of Fish and Wildlife, the Army Corps of Engineers, the Washington State Department of Ecology, Chelan County PUD, Chelan County Building Department and the Washington Department of Natural Resources.
2. Pursuant to CCSMP Section 5.9, all fill and excavation activities shall meet the required standards for development.
3. Pursuant to CCSMP Section 7.9, this shoreline permit shall be valid for the activities described within the JARPA and shown on the site plan of record, date stamped February 24, 2020, except as modified by this decision or other jurisdictional agencies.
4. Pursuant to RCW 27.53.060, and CCSMP Section 4.1, if the applicant or their agents discover previously unknown historic or archaeological remains/artifacts while conducting the development activities authorized by this permit, the applicant/ agent must immediately notify the appropriate tribal and state representatives and the Chelan County Department of Community Development of the finding for local, state and tribal coordination.
 - 4.1. An inadvertent discovery plan must be submitted with the building permit application and kept onsite during all land disturbing activities. A sample of this plan is attached as Exhibit B.

5. Pursuant to CCSMP Section 7.10.B, substantial progress toward construction for which a permit has been granted must be accomplished within two (2) years for the granting of the permit.
6. Pursuant to CCSMP 7.10 and 7.11.A, authorization to conduct the approved development shall terminate five (5) years after the effective date of decision; the County may authorize a single extension for a period not to exceed one (1) year in accordance with CCSMP Section 7.10.D.

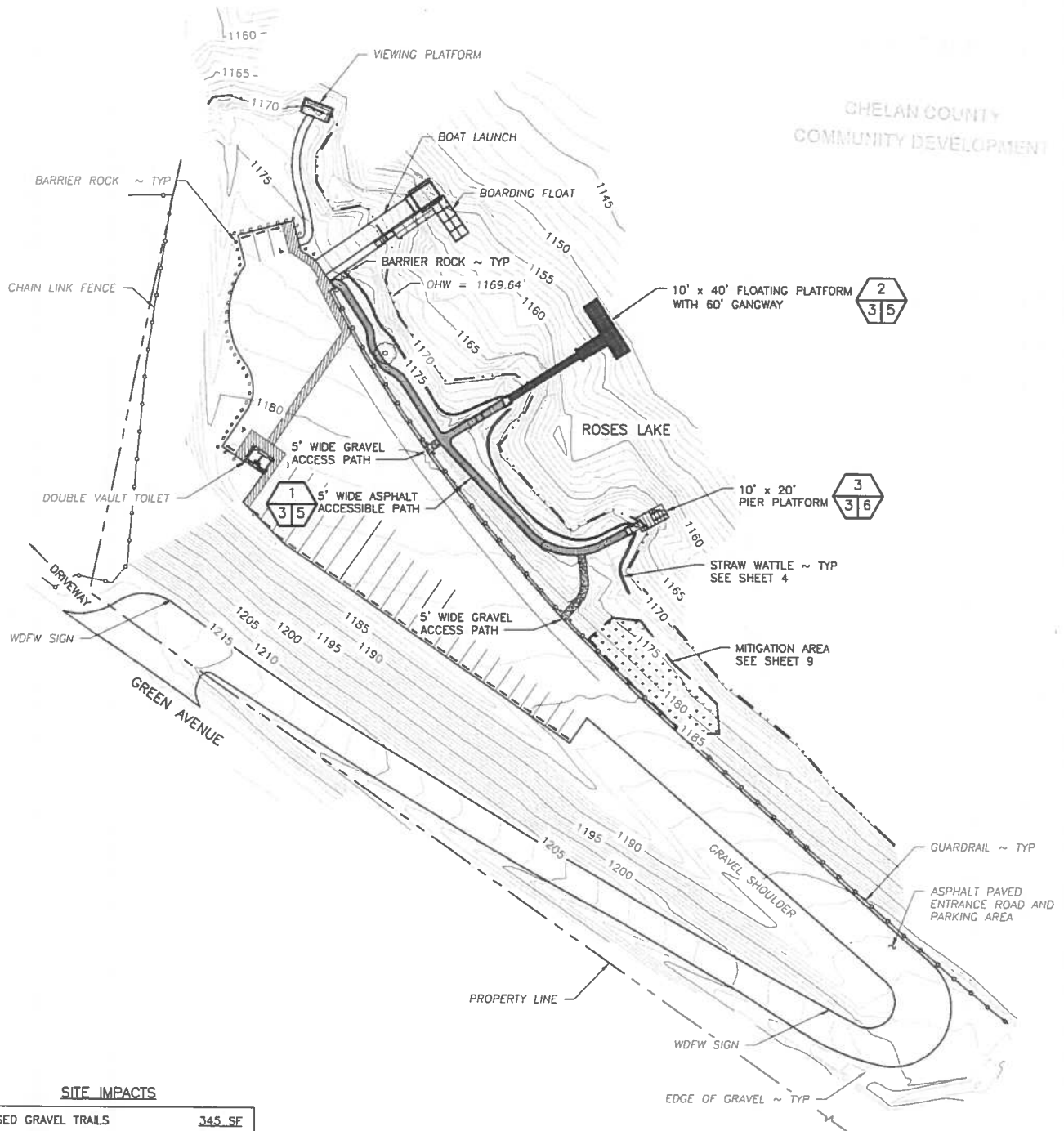
Exhibits:

- A. Site plan of record date stamped February 24, 2020
- B. Chelan County Inadvertent Discovery Plan

SDP 20-010

RECEIVED

CHELAN COUNTY
COMMUNITY DEVELOPMENT



SITE IMPACTS

PROPOSED GRAVEL TRAILS	345 SF
PROPOSED ASPHALT TRAILS	1710 SF
PROPOSED CONCRETE ABUTMENTS	60 SF
TOTAL PROPOSED IMPERVIOUS	2115 SF

NEW SITE PLAN

SCALE: 1" = 100'



SCALE: 1" = 100'

REFERENCE NUMBER:

APPLICANT NAME:

WASHINGTON DEPT. of FISH & WILDLIFE

PROPOSED PROJECT:

FISHING PLATFORMS

LOCATION: ROSES LAKE

SHEET 3 OF 9

DATE: 01/30/2020

ENG. PROJECT NO. CN:A44:2019-1

DRAWN BY: J. LONG

Exhibit A

Chelan County Inadvertent Discovery Plan

In the event that any ground-disturbing activities or other project activities related to this development or in any future development uncover protected cultural material (e.g., bones, shell, antler, horn or stone tools), the following actions will be taken:

1. When an unanticipated discovery of protected **cultural material** (see definitions below) occurs, the property owner or contractor will completely secure the location and contact:
 - a) The property owner and project manager;
 - b) The Department of Archaeology and Historic Preservation (DAHP) (Dennis Wardlaw, 360-586-3085, 360-485-5014 cell);
 - c) And must consult with appropriate tribal contacts for finds of Native American origin:
 - a. Guy Mora, Tribal Historic Preservation Officer (THPO), Confederated Tribes of the Colville Reservation (509-634-2695);
2. If the discovery is **human remains**, the property owner or contractor will stop work in and adjacent to the discovery, completely secure the work area by moving the land-altering equipment to a reasonable distance, and will immediately contact:
 - a) The property owner and project manager;
 - b) The Chelan County Sheriff's Department (509-667-6851);
 - c) and the Chelan County Coroner, Wayne Harris (509-667-6431) to determine if the remains are forensic in nature;
 - d) If the remains are not forensic in nature the Department of Archaeology and Historic Preservation (DAHP) (Guy Tasa 360-586-3534, cell: 360-790-1633); will take the lead on determining the appropriate method of treatment for the remains and will consult with the affected tribes.

NOTE: If you discover bones but are unsure if they are human, contact Guy Tasa at the DAHP.

Cultural material that may be protected by law could include but not be limited to:

1. Buried layers of black soil with layers of shell, charcoal, and fish and mammal bones (Figure 1).
2. Buried cobbles that may indicate a hearth feature;
3. Non-natural sediment or stone deposits that may be related to activity areas of people;
4. Stone, bone, shell, horn, or antler tools that may include projectile points (arrowheads),
5. scrapers, cutting tools, wood working wedges or axes, and grinding stones (Figures 2 and 3);
6. Ground or pecked tools (Figure 4);
7. Perennially damp areas may have preservation conditions that allow for remnants of wood and other plant fibers; in these locations there may be remains including fragments of basketry, weaving, wood tools, or carved pieces;
8. Concentrations of historical period (> 50 years old) artifacts (Figures 5-7); and
9. Human remains.

Figure 1: Shell Middens. These middens can be often found on the shoreline and can extend into the intertidal zone in areas that have undergone sea level rise during the precontact period.



Figure 2: Examples of stone and bone tools.



Figure 3: Examples of archaeological stone flakes.



Figure 4: Examples of ground and pecked stone artifacts.

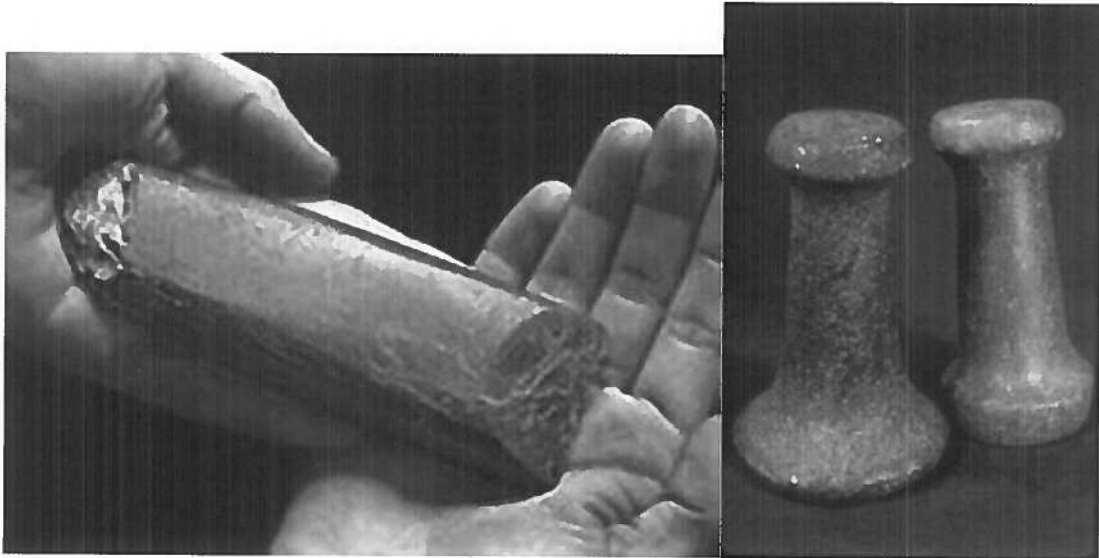


Figure 5. Historical period sites (more than 50 years in age) are also protect by archaeology laws. These can include concentrations of broken ceramics, bottles, bricks, and metal objects.



Figure 6. Example of an Excavation Pit Containing Shell Midden and Historic Debris



Figure 7. Example of a Buried Brick Foundation





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: December 31, 2024

Permit Number: 2020-2-77+03
FPA/Public Notice Number: N/A
Application ID: 20994

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

Project Name: Roses Lake Access Redevelopment - Phase 2

Project Description: This scope of work includes constructing a new ADA-compliant 10'x40' fishing float with (4) steel pilings, site build a 28' x 16' ADA-compliant pedestrian fishing platform with (3) steel pilings, install approximately 155'x5' ADA-compliant paved walking path from existing paved parking area along the northwest of the parking area that leads to the proposed fishing structures and implement a compensatory mitigation plan for the development of new impervious surface.

PROVISIONS

1. TIMING - PLANS - INVASIVE SPECIES CONTROL

This Modified Hydraulic Project Approval allows for continued construction of Phase II components of the plans which include the modification from a fishing pier to a fishing platform and relocation of the previously permitted 10x40 fishing float along with a paved pedestrian walking trail and installation of riparian plantings as mitigation for the development of new impervious surface . The new location of the 10x40 fishing float will be installed where the previously permitted fishing platform was sited to create greater distance from boats operating near the launch.

2. TIMING LIMITATION: Work below the ordinary high water line shall begin immediately and occur during the calendar years 2021, 2022, 2023 and 2024.

3. RE-VEGETATION: You must complete re-vegetation by no later than the first post-construction planting period, and you must monitor the success of the re-vegetation through the end date of this permit.

4. APPROVED PLANS: You must accomplish the work per the modified plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled Roses Lake Access Redevelopment – Phase 2 Project, received 27 February 2020 and updated plans received 17 March 2021, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.

5. INVASIVE SPECIES CONTROL: Follow Level 1 Decontamination protocol for low risk locations. Thoroughly remove visible dirt and organic debris from all equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets and undercarriage) before arriving and leaving the job site to prevent the transport and introduction of invasive species. Properly dispose of any water and chemicals used to clean gear and equipment. For contaminated or high risk sites please refer to the Level 2 Decontamination protocol. You can find this and additional information in the Washington Department of Fish and Wildlife's Invasive Species Management Protocols, available online at <http://wdfw.wa.gov/publications/search.php?Cat=Aquatic Invasive Species>.



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NOTIFICATION REQUIREMENTS

6. NOTIFICATION: You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by email at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work. The notification must include the permittee's name, project location, starting date, and the Hydraulic Project Approval permit number.

7. PHOTOGRAPHS: You, your agent, or contractor must take photographs of the job site before the work begins and after the work is completed. You must upload the photographs to the post-permit requirement page in the Aquatic Protection Permitting System (APPS) or mail them to Washington Department of Fish and Wildlife at Post Office Box 43234, Olympia, Washington 98504-3234 within 30-days after the work is completed.

8. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION: If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

STAGING, JOB SITE ACCESS, AND EQUIPMENT

9. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

10. Use existing roadways or travel paths where possible.

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

12. If wet or muddy conditions exist, in or near a riparian zone or wetland area, use equipment that reduces ground pressure.

13. Extreme care shall be taken to ensure that no petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or deleterious materials are allowed to enter or leach into the water.

14. Retain all natural habitat features on the bed or banks including large woody material and boulders. You may move these natural habitat features during construction but you must place them near the preproject location before leaving the job site.

15. Operate and anchor vessels and barges during construction in a manner that protects native aquatic vegetation.

16. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

17. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that



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will result in erosion or siltation of waters of the state.

18. In areas where the bank will be disturbed, prior to starting work, erosion and sediment control measures of straw wattles shall be installed to prevent sediment from entering the lake.

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

20. When floating or submerged large wood debris must be moved to protect in-water facilities, the wood shall be relocated within the water at a similar depth and location such that it will continue to provide comparable aquatic habitat function in the new location.

21. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.

CONSTRUCTION MATERIALS

22. Store all construction and deconstruction material in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

23. No concrete or fresh cement shall be poured directly within, allowed to fall or leach into or, wasted within the area below the Ordinary High Water Line (OHWL) or wetted perimeter of the lake.

24. Authorized concrete work shall be done completely in the dry and totally landward of the current wetted perimeter at the time of construction. Concrete and concrete by-products shall be completely sealed off from the wetted perimeter, above the OHWL and totally contained through the use of sealed forms and or other watertight leak-proof containment. No concrete or concrete by-products shall be allowed to contaminate the shoreline areas.

25. All authorized fresh concrete shall be protected from the weather and cured a minimum of seven (7) days prior to prevent leaching, construct forms to contain any wet concrete. Place impervious material over 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.

26. All lumber to be used for the project shall meet or exceed the standards established in the most recent version of Issued Date: May 12, 2015 'Best Management Practices For the Use of Treated Wood in Aquatic and Wetland Environments' developed by the Western Wood Preservers Institute, Wood Preservation Canada, Southern Pressure Treaters' Association, and Southern Forest Products Association. As of January, 2012, the latest version is dated November 1, 2011.

27. If ACZA treated wood is used all ACZA wood treatment methods shall be verified by providing a signed and dated certification from a third party.

28. All treated wood shall be professionally treated and completely cured prior to installation below the ordinary high water line to minimize leaching into the water or substrate. The use of wood treated with creosote or pentachlorophenol is not authorized.

29. Wooden components in contact with the water shall not contain creosote or pentachlorophenol. These components shall remain free of these toxic substances for the duration of their functional lives.



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30. Do not use wood treated with oil-type preservatives (creosote, pentachlorophenol) in any hydraulic project. You may use wood treated with waterborne preservatives (ACZA, ACQ) provided the wood is approved by the Western Wood Preservers Institute for use in the aquatic environment. Any use of treated wood in the aquatic environment must follow guidelines and best management practices available at www.wwpinstitute.org.

31. All materials and equipment used for project construction and monitoring, shall be free of aquatic invasive species. Materials and equipment shall be decontaminated so that no viable invasive species are transported from the job site.

BOAT LAUNCH, VIEWING PLATFORM, BOARDING FLOAT, FISHING PLATFORM & FISHING FLOAT

32. The design and location of the viewing platform, boat launch, boarding float, fishing platform and fishing float must avoid shading of native aquatic vegetation where possible and installed according to the modified plans.

33. Excavate and place the footings and foundation landward of the ordinary high water line.

34. The viewing platform, boat launch, boarding float, fishing platform and fishing float along with the trail must be installed in the location shown on the plans modified submitted with this application.

35. The structure must include functional grating. The grating material's open area must be at least sixty percent.

a. Grating installed perpendicular to the length of the pier must be evenly spaced along the length of the pier and cover at least fifty percent of the deck areas.

b. The ramp must have one hundred percent of the entire deck surface covered in functional grating.

c. The float must have at least fifty percent of the entire deck surface covered in functional grating. Orient grating so the lengthwise opening maximizes the amount of light penetration. Any objects that are not part of the structure on, above, or below the grating should not block light penetration. Flotation must be located under the solid decked area only.

36. Anchor lines must not rest on the substrate at any time.

37. Fully enclose and contain flotation for the structure in a shell (tub) or 20 - 25 mm polyethylene or polyurethane wrap. The shell or wrap must prevent breakup or loss of the flotation material into the water. The shell or wrap must not be readily subject to damage by ultraviolet radiation and abrasion.

38. Do not construct skirting, including batter fencing, around piers, docks or floats.

39. Use low-intensity lights that are located and shielded to prevent light from reaching the water surface.

40. Use of treated wood for decking is not authorized, but may be used for structural elements. Treated wood subject to abrasion by vessels, floats, or other objects must incorporate approved design features such as rub strips to minimize abrasion of the wood.

PILE DRIVING

41. As specified in the approved plans, the pilings must be 8 inch diameter steel pilings.

42. Incorporate features, such as steel, plastic or rubber collars, fendering or other systems to prevent or minimize the abrasion of the treated wood by floats, ramps or vessels. Do not use rubber tires for the fender system.

43. Attach rubbing strips made of ultra-high molecular weight (UHMW) type plastic, or high density polyethylene (HDPE) type plastic to the replacement fender system. Do not use rubber tires for the fender system.



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44. Fit all pilings with devices to prevent perching by fish-eating birds.

45. The use of a vibratory and/or an impact hammer, or a water jet, is authorized for piling installation under this Hydraulic Project Approval, however a vibratory driver is preferred.

46. Sound attenuation methods are required for the driving or proofing of steel piles with an impact hammer below the ordinary high water line. For impact driving of steel piles that exceed the following criteria, a bubble curtain or other Washington Department of Fish and Wildlife approved sound attenuation device must be used. The specific criteria include sound pressure levels of:

- a. Greater than or equal to 206 dB (one micropascal squared per second) peak,
- b. Greater than or equal to 187 dB (one micropascal squared per second) accumulated sound exposure level (SEL) for fish greater than or equal to 2 grams, and
- c. Greater than or equal to 183 dB (one micropascal squared per second) (SEL) for fish less than 2 grams.
- d. Install a bubble curtain around the pile during all driving operations to ensure proper sound attenuation. The bubble curtain must distribute air bubbles around 100 percent of the perimeter of the piling over the full length of the pile in the water column.

47. Use appropriate sound attenuation when driving or proofing steel piling with an impact hammer.

- a. For driving or proofing steel piling, 10 inches in diameter or less, install a 6 inch thick wood block, plastic or rubber between the piling and the impact hammer during impact pile driving operations or install a pile sleeve or bubble curtain around the piling during impact pile driving operations that distributes air bubbles around 100% of the perimeter of the piling over the full depth of the water column.
- b. For driving or proofing steel piling greater than 10 inches in diameter, install a bubble curtain around the pile during piling impact driving operations that distributes air bubbles around 100% of the perimeter of the piling over the full depth of the water column.

48. To avoid attracting fish to artificial light at night, limit impact pile driving to daylight hours whenever feasible.

49. Install the anchoring system for the floating structures in a manner that will not damage the bed as a result of anchor or rode movement.

50. Monitor sleeved piling for at least 30 minutes to confirm concrete is not leaking.

51. Each pile may be sleeved only once.

52. The diameter of sleeved piles must be no more than three inches greater than the diameter of the existing piles.

RIPARIAN PLANTINGS

53. Plant the mitigation planting area with the plant species composition and planting densities approved by the Washington Department of Fish and Wildlife. Plant trees 10 feet on center, and shrubs five feet on center.

54. The owner shall plant 2,850 square feet of native riparian plants as shown in the plans submitted with this application.

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



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DEMOBILIZATION AND CLEANUP

56. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.
57. Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent possible.

LOCATION #1:	Site Name: Roses Lake Access 2620 Green Ave, Manson, WA 98831					
WORK START:	May 1, 2020			WORK END:	May 1, 2025	
<u>WRIA</u>	<u>Waterbody:</u>			<u>Tributary to:</u>		
47 - Chelan	Roses Lake			Lake Chelan		
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	26	28 N	21 E	47.902391	-120.158356	Chelan
<u>Location #1 Driving Directions</u>						

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.



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Permit Number: 2020-2-77+03

Project End Date: December 31, 2024

FPA/Public Notice Number: N/A

Application ID: 20994

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

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

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

APPEALS INFORMATION

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.



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: December 31, 2024

Permit Number: 2020-2-77+03
FPA/Public Notice Number: N/A
Application ID: 20994

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


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

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

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

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

Habitat Biologist Graham.Simon@dfw.wa.gov
Graham Simon 509-670-0742

 for Director
WDFW



WASHINGTON STATE

Joint Aquatic Resources Permit Application (JARPA) Form^{1,2} [\[help\]](#)

USE BLACK OR BLUE INK TO ENTER ANSWERS IN THE WHITE SPACES BELOW.



US Army Corps of Engineers®
Seattle District

AGENCY USE ONLY

Date received: _____

Agency reference #: _____

Tax Parcel #(s): _____

Part 1—Project Identification

1. Project Name (A name for your project that you create. Examples: Smith's Dock or Seabrook Lane Development) [\[help\]](#)

Roses Lake Access Redevelopment – Phase II Redesign

Part 2—Applicant

The person and/or organization responsible for the project. [\[help\]](#)

2a. Name (Last, First, Middle)

Sample, Anna Marie, E.

2b. Organization (If applicable)

Washington Department of Fish and Wildlife

2c. Mailing Address (Street or PO Box)

600 Capitol Way N

2d. City, State, Zip

Olympia, WA 98501

2e. Phone (1)

(360) 902-8429

2f. Phone (2)

2g. Fax

2h. E-mail

Annamarie.sample@dfw.wa.gov

¹Additional forms may be required for the following permits:

- If your project may qualify for Department of the Army authorization through a Regional General Permit (RGP), contact the U.S. Army Corps of Engineers for application information (206) 764-3495.
- If your project might affect species listed under the Endangered Species Act, you will need to fill out a Specific Project Information Form (SPIF) or prepare a Biological Evaluation. Forms can be found at <http://www.nws.usace.army.mil/Missions/CivilWorks/Regulatory/PermitGuidebook/EndangeredSpecies.aspx>.
- Not all cities and counties accept the JARPA for their local Shoreline permits. If you need a Shoreline permit, contact the appropriate city or county government to make sure they accept the JARPA.

²To access an online JARPA form with [help] screens, go to

http://www.epermitting.wa.gov/site/alias_resourcecenter/jarpa_jarpa_form/9984/jarpa_form.aspx.

For other help, contact the Governor's Office for Regulatory Innovation and Assistance at (800) 917-0043 or help@oria.wa.gov.

Part 3—Authorized Agent or Contact

Person authorized to represent the applicant about the project. (Note: Authorized agent(s) must sign 11b of this application.) [\[help\]](#)

3a. Name (Last, First, Middle)			
3b. Organization (If applicable)			
3c. Mailing Address (Street or PO Box)			
3d. City, State, Zip			
3e. Phone (1)	3f. Phone (2)	3g. Fax	3h. E-mail

Part 4—Property Owner(s)

Contact information for people or organizations owning the property(ies) where the project will occur. Consider both **upland and aquatic** ownership because the upland owners may not own the adjacent aquatic land. [\[help\]](#)

- Same as applicant. (Skip to Part 5.)
- Repair or maintenance activities on existing rights-of-way or easements. (Skip to Part 5.)
- There are multiple upland property owners. Complete the section below and fill out [JARPA Attachment A](#) for each additional property owner.
- Your project is on Department of Natural Resources (DNR)-managed aquatic lands. If you don't know, contact the DNR at (360) 902-1100 to determine aquatic land ownership. If yes, complete [JARPA Attachment E](#) to apply for the Aquatic Use Authorization.

4a. Name (Last, First, Middle)			
4b. Organization (If applicable)			
4c. Mailing Address (Street or PO Box)			
4d. City, State, Zip			
4e. Phone (1)	4f. Phone (2)	4g. Fax	4h. E-mail

Part 5–Project Location(s)

Identifying information about the property or properties where the project will occur. [\[help\]](#)

- There are multiple project locations (e.g. linear projects). Complete the section below and use [JARPA Attachment B](#) for each additional project location.

5a. Indicate the type of ownership of the property. (Check all that apply.) [help]			
<input type="checkbox"/> Private <input type="checkbox"/> Federal <input checked="" type="checkbox"/> Publicly owned (state, county, city, special districts like schools, ports, etc.) <input type="checkbox"/> Tribal <input type="checkbox"/> Department of Natural Resources (DNR) – managed aquatic lands (Complete JARPA Attachment E)			
5b. Street Address (Cannot be a PO Box. If there is no address, provide other location information in 5p.) [help]			
2620 Green Ave.			
5c. City, State, Zip (If the project is not in a city or town, provide the name of the nearest city or town.) [help]			
Manson, WA 98831			
5d. County [help]			
Chelan			
5e. Provide the section, township, and range for the project location. [help]			
¼ Section	Section	Township	Range
	26	28N	21E
5f. Provide the latitude and longitude of the project location. [help]			
<ul style="list-style-type: none"> Example: 47.03922 N lat. / -122.89142 W long. (Use decimal degrees - NAD 83) 			
47.902391, -120.158356			
5g. List the tax parcel number(s) for the project location. [help]			
<ul style="list-style-type: none"> The local county assessor's office can provide this information. 			
282126613032			
5h. Contact information for all adjoining property owners. (If you need more space, use JARPA Attachment C.) [help]			
Name	Mailing Address	Tax Parcel # (if known)	
LEWMAN DAVID L	PO BOX 131 MANSON, WA 98831	282126613071	
CHAMPION ORCHARDS LLC	PO BOX 307 MANSON, WA 98831	282126609325	
ESTES E DIANNA	17 N CLEVELAND AVE WENATCHEE, WA 98801	282126609310	

STEINER CHAD M & JEANA M	601 34TH ST SACRAMENTO, CA 95816	282126609308
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5i. List all wetlands on or adjacent to the project location. [\[help\]](#)

Wetland A, a Category II Lake Fringe wetland, is located along the shore of Roses Lake.

5j. List all waterbodies (other than wetlands) on or adjacent to the project location. [\[help\]](#)

L1UBH – Lacustrine, Limnetic, Unconsolidated Bottom, Permanently Flooded (Roses Lake)

5k. Is any part of the project area within a 100-year floodplain? [\[help\]](#)

Yes No Don't know

5l. Briefly describe the vegetation and habitat conditions on the property. [\[help\]](#)

The site exists currently as a public water access site including a gravel parking area, concrete boat launch and boarding float. The site provides access to over 1,300 ft of shoreline along Roses Lake. The shoreline is undeveloped and consists of dense shrubby vegetation. The upland part of the site includes mature cottonwood and fir trees and shrubs as well as sparse grassy areas. There are native plants present as well as invasive plants on site including Russian thistle, knapweed, Himalayan blackberry and burdock.

5m. Describe how the property is currently used. [\[help\]](#)

The site currently exists as a public water access area owned by WDFW. The existing site includes a single concrete boat launch and boarding float, gravel parking area and a single vault toilet. The lake is stocked annually with hatchery raised Rainbow trout.

5n. Describe how the adjacent properties are currently used. [\[help\]](#)

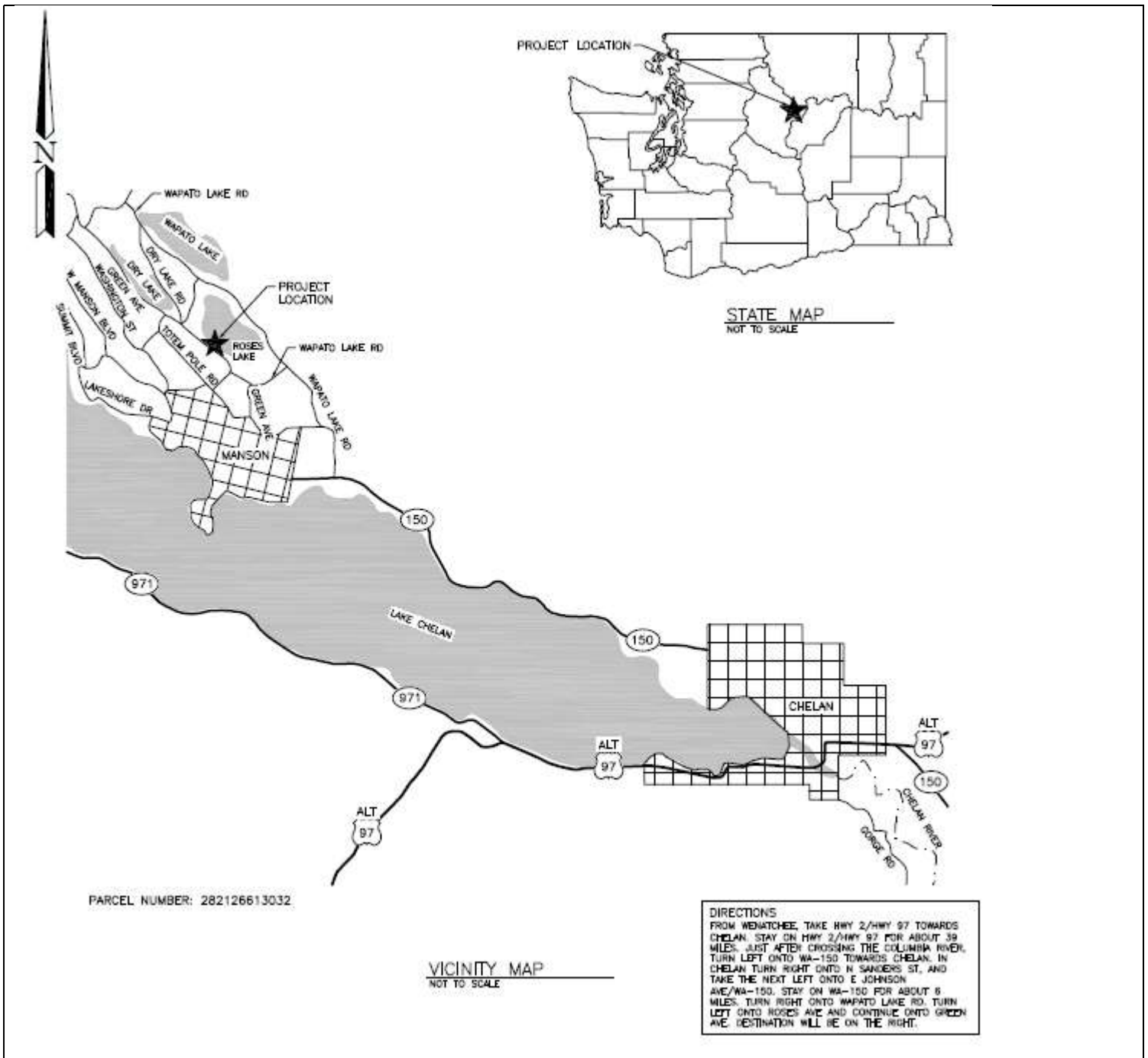
The adjacent properties are agricultural fields/orchards and rural residential homes.

5o. Describe the structures (above and below ground) on the property, including their purpose(s) and current condition. [\[help\]](#)

The existing site includes an asphalt parking area, a vault toilet building and a concrete boat launch with an adjacent boarding float. The boarding float is used to facilitate launching and trailering boats. A concrete fishing platform is located along the shoreline at the north end of the site. All structures are in new and/or functioning condition.

5p. Provide driving directions from the closest highway to the project location, and attach a map. [\[help\]](#)

Driving Directions: Beginning in the City of Chelan, go west on Manson Hwy/WA-150. Continue for .42 miles. Enter the roundabout and take the second exit onto Wa-150. Continue for 5.33 miles and turn right onto Wapato Lake Rd. Continue for 1.46 miles and turn left onto Roses Ave. Continue for .46 miles and Roses Ave becomes Green Ave. Then in .66 miles the access area is on the right.



Part 6–Project Description

6a. Briefly summarize the overall project. You can provide more detail in 6b. [\[help\]](#)

Phase II seeks to build on the phase I project by increasing pedestrian fishing capacity as well as providing new physical structures to base the pedestrian fishing from in efforts to provide a more stable and safe platform to pursue this recreational opportunity. The proposed structures will also have approximately 350LF of ADA accessible paved pathways leading to the shore-based structures from the existing parking area.

- Install a new ADA-compliant 10'x40' fishing float with (4) steel piling, mechanically driven into the lakebed and accessed via a shore-mounted 60'x4' gangway. On the shore end, the gangway would be attached to a cast-in-place concrete abutment approximately 5' wide by 6' long by 4' high. The abutment would be recessed in the earth with the top surface at grade with the walking path and

constructed per ADA typical standards. This work will be accomplished using a combination of tracked excavator for upland preparation work and water-based floating platform to drive the piles. The proposed float will be a pre-fabricated structure launched via the existing boat launch ramp. The concrete abutment would be constructed using traditional concrete form panels with the concrete being delivered from the parking area to the shoreline via a concrete line pump.

- Piles will be driven to design depth or to refusal. Refusal shall be defined as the depth where piles are driven a minimum of one foot, when the penetration rate is 20 or more blows per inch. Once driving is complete, the pile will be cut to final height and capped.
- Site build a 10'x15' ADA-compliant pedestrian fishing platform. The platform will be shore-based using pre-cast concrete ultra-blocks back filled and asphalt paved to create the surfacing. This work will be accomplished using a combination of tracked excavator, and mobile crane.
- Install approximately 342'x5' ADA-compliant paved walking path from existing paved parking area along the northwest of the parking area that leads to the proposed fishing structures. The path will be installed using a combination of tracked excavator, manual labor and tracked paving machinery. Some re-grading of slopes is anticipated to create ADA-compliant gradients on the finished pathway.
- Vegetation management will be a component of all tasks at this site during this phase of work. The proposed work areas are currently heavily vegetated with "scrub-type" brush and small trees. The project proposes to remove enough vegetation to allow equipment to access for construction tasks and along the proposed walking path. Following construction, vegetation not in the walkway or structure corridors will be allowed to return with regular management to prevent overgrowth from obstructing the walking path or structures that would otherwise impede pedestrian access or use.
- A compensatory mitigation plan will be implemented to mitigate for the new development of impervious surface. Impervious surface will increase by 2,235 SF to include new gravel trails, asphalt trails, and two concrete abutments. Invasive plant species, primarily Himalayan blackberry will be removed prior to planting in the mitigation area. The planting area will be 2,850 sf in size. See Sheet 9.

6b. Describe the purpose of the project and why you want or need to perform it. [\[help\]](#)

Roses Lake Access Redevelopment is a multi-phased project to upgrade and improve a public lake access in keeping with the WDFW's mission statement to increase outdoor fishing opportunity while maintaining the public's investment in infrastructure. Phase I repaired an existing boat launch ramp, boat loading float, replaced an aging vault toilet building, installed a new fishing platform, vegetation management and paved the driveway into the site as well as paving and defining new parking areas and boat launch staging area.

Phase II seeks to build on the phase I project by increasing pedestrian fishing capacity as well as providing new physical structures to base the pedestrian fishing from in efforts to provide a more stable and safe platform to pursue this recreational opportunity. The proposed structures will also have approximately 350LF of ADA accessible paved pathways leading to the shore-based structures from the existing parking area.

6c. Indicate the project category. (Check all that apply) [\[help\]](#)

- Commercial Residential Institutional Transportation Recreational
 Maintenance Environmental Enhancement

6d. Indicate the major elements of your project. (Check all that apply) [\[help\]](#)

<input type="checkbox"/> Aquaculture <input type="checkbox"/> Bank Stabilization <input type="checkbox"/> Boat House <input type="checkbox"/> Boat Launch <input type="checkbox"/> Boat Lift <input type="checkbox"/> Bridge <input type="checkbox"/> Bulkhead <input type="checkbox"/> Buoy <input type="checkbox"/> Channel Modification	<input type="checkbox"/> Culvert <input type="checkbox"/> Dam / Weir <input type="checkbox"/> Dike / Levee / Jetty <input type="checkbox"/> Ditch <input type="checkbox"/> Dock / Pier <input type="checkbox"/> Dredging <input type="checkbox"/> Fence <input type="checkbox"/> Ferry Terminal <input type="checkbox"/> Fishway	<input checked="" type="checkbox"/> Float <input type="checkbox"/> Floating Home <input type="checkbox"/> Geotechnical Survey <input type="checkbox"/> Land Clearing <input type="checkbox"/> Marina / Moorage <input type="checkbox"/> Mining <input type="checkbox"/> Outfall Structure <input type="checkbox"/> Piling/Dolphin <input type="checkbox"/> Raft	<input type="checkbox"/> Retaining Wall (upland) <input type="checkbox"/> Road <input type="checkbox"/> Scientific Measurement Device <input type="checkbox"/> Stairs <input type="checkbox"/> Stormwater facility <input type="checkbox"/> Swimming Pool <input type="checkbox"/> Utility Line
<input type="checkbox"/> Other:			

6e. Describe how you plan to construct each project element checked in 6d. Include specific construction methods and equipment to be used. [\[help\]](#)

- Identify where each element will occur in relation to the nearest waterbody.
- Indicate which activities are within the 100-year floodplain.

To complete phase II at this site, WDFW proposes the following scope of work:

- Install a new ADA-compliant 10'x40' fishing float with (4) steel pilings, mechanically driven into the lakebed and accessed via a shore-mounted 60'x4' gangway. On the shore end, the gangway will be attached to a cast-in-place concrete abutment approximately 5' wide by 6' long by 4' high. The gangway and float surfaces will be compliant with Chelan County SMP 5.14 (Table 5.14-A) for grating requirements. Each will have an Ecograte surface that is ADA compliant with 62% open area.

The abutment will be recessed in the ground with the top surface at grade with the walking path and constructed per ADA typical standards. This work will be accomplished using a combination of tracked excavator for upland preparation work and water-based floating platform to drive the piles. The proposed float will be a pre-fabricated structure launched via the existing boat launch ramp. The concrete abutment would be constructed using traditional concrete form panels with the concrete being delivered from the parking area to the shoreline via a concrete line pump.
- Piles will be driven to design depth or to refusal. Refusal shall be defined as the depth where piles are driven a minimum of one foot, when the penetration rate is 20 or more blows per inch. Once driving is complete, the pile will be cut to final height and capped.
- Site build a 10'x15' ADA-compliant pedestrian fishing platform. The platform will be shore-based using pre-cast concrete ultra-blocks back filled and asphalt paved to create the surfacing. This work will be accomplished using a combination of tracked excavator, and mobile crane.
- Install approximately 342'x5' ADA-compliant asphalt paved walking path from existing paved parking area along the northwest of the parking area that leads to the proposed fishing structures. The path will be installed using a combination of tracked excavator, manual labor and tracked paving machinery. Some re-grading of slopes is anticipated to create ADA-compliant gradients on the finished pathway.
- Vegetation management will be a component of all tasks at this site during this phase of work. The proposed work areas are currently heavily vegetated with "scrub-type" brush and small trees. The project proposes to remove enough vegetation to allow equipment to access for construction tasks and along the proposed walking path. Following construction, vegetation not in the walkway or structure corridors will be allowed to return with regular management to prevent overgrowth from obstructing the walking path or structures that would otherwise impede pedestrian access or use.
- A compensatory mitigation plan will be implemented to mitigate for the new development of impervious surface. Impervious surface will increase by 2,235 SF to include new gravel walking paths, asphalt walking paths, and two concrete abutments. Invasive plant species, primarily Himalayan blackberry will be removed prior to planting in the mitigation area. The planting area will be 2,850 sf in size. See Sheet 9.

Pile Driving Method

Pile driving will include installing seven 12" steel pilings. Piles will be located by moving the boarding float into position on the water and driving piles through the pile hoops.

Piles will be driven in place using an impact or vibratory hammer. Equipment shall be either barge mounted or from land. Gravity impact or diesel impact hammers shall develop sufficient energy to efficiently drive designated pile to the desired embedment depth as indicated in the drawings. The contractor is responsible for sizing the equipment, but in no case shall the weight of the driving head be less than 3,000 pounds. The contractor shall use a pile helmet cushion to provide energy absorption and to reduce noise from the pile driving operation. Sound attenuation for gravity impact shall be a 6-inch thick wood block or similar material.

Piles will be driven to design depth or to refusal. Refusal shall be defined as the depth where piles are driven a minimum of one foot, when the penetration rate is 20 or more blows per inch. Once driving is complete, the pile will be cut to final height and capped.

These construction activities will occur at the existing access area, above OHWM of Roses Lake. Now fill/dredge will occur below OHWM or within the wetland boundary. No work will be within the 100-year floodplain.

6f. What are the anticipated start and end dates for project construction? (Month/Year) [\[help\]](#)

- If the project will be constructed in phases or stages, use [JARPA Attachment D](#) to list the start and end dates of each phase or stage.

Start Date: July 2021 End Date: October 2021 See JARPA Attachment D

6g. Fair market value of the project, including materials, labor, machine rentals, etc. [\[help\]](#)

\$265,000

6h. Will any portion of the project receive federal funding? [\[help\]](#)

- If **yes**, list each agency providing funds.

Yes No Don't know

Part 7–Wetlands: Impacts and Mitigation

- Check here if there are wetlands or wetland buffers on or adjacent to the project area.
(If there are none, skip to Part 8.) [\[help\]](#)

7a. Describe how the project has been designed to avoid and minimize adverse impacts to wetlands. [\[help\]](#)

Not applicable

This Project has been designed to avoid impacts to the delineated wetland boundary. Multiple design changes occurred, and the proposed fishing platform design was ultimately shifted to the north and west to avoid fill within the Wetland A boundary. As a result of this change, the associated walking path was also shifted to provide the best access to the fishing platform. According to Chelan County Code (CCC) 11.80.060, the wetland buffer is 100 feet. The Project will impact the wetland buffer due to the construction of an ADA compliant fishing platform and float and associated walking paths. These impacts will be offset following a compensatory mitigation plan to remove invasive species within the wetland buffer and plant native shrub and tree species.

7b. Will the project impact wetlands? [\[help\]](#)

Yes No Don't know

7c. Will the project impact wetland buffers? [\[help\]](#)

Yes No Don't know

7d. Has a wetland delineation report been prepared? [\[help\]](#)

- **If Yes**, submit the report, including data sheets, with the JARPA package.

Yes No

7e. Have the wetlands been rated using the Western Washington or Eastern Washington Wetland Rating System? [\[help\]](#)

- **If Yes**, submit the wetland rating forms and figures with the JARPA package.

Yes No Don't know

7f. Have you prepared a mitigation plan to compensate for any adverse impacts to wetlands? [\[help\]](#)

- **If Yes**, submit the plan with the JARPA package and answer 7g.
- **If No, or Not applicable**, explain below why a mitigation plan should not be required.

Yes No Don't know

There will be cut/fill below OHWM. There will be no impact within the delineated boundary of Wetland A. The proposed impact to the upland part of the site includes impact within the 100 ft wetland buffer as well as impact to Chelan County Shoreline jurisdiction (100 ft off OHWM, Rural designation) due to the constructing of asphalt paved and gravel walking paths to the proposed fishing platform and float. This will develop 2,235 SF of impervious surface within the wetland buffer. To offset this impact, 2,850 SF of Himalayan blackberry which currently exists along the upland hillside above Wetland A and Roses Lake in large, dense patches, will be removed with large machinery (Excavator bucket). The area will be scarified to remove roots to the extent possible. The area will then be planted with native shrub and tree species.

7g. Summarize what the mitigation plan is meant to accomplish, and describe how a watershed approach was used to design the plan. [\[help\]](#)

Removing the Himalayan blackberry will improve the buffer of Wetland A and the planting of native shrub and tree species will provide more vegetative diversity for local wildlife and pollinators. Native species are currently not able to grow within the mitigation area, as they are being outcompeted by the invasive Himalayan blackberry.

7h. Use the table below to list the type and rating of each wetland impacted, the extent and duration of the impact, and the type and amount of mitigation proposed. Or if you are submitting a mitigation plan with a similar table, you can state (below) where we can find this information in the plan. [\[help\]](#)

Activity (fill, drain, excavate, flood, etc.)	Wetland Name ¹	Wetland type and rating category ²	Impact area (sq. ft. or Acres)	Duration of impact ³	Proposed mitigation type ⁴	Wetland mitigation area (sq. ft. or acres)
Walking Paths (Asphalt & Gravel)	Wetland A (buffer)	Cat II Lake Fringe	2,235	Permanent	E	2,850

¹ If no official name for the wetland exists, create a unique name (such as "Wetland 1"). The name should be consistent with other project documents, such as a wetland delineation report.

² Ecology wetland category based on current Western Washington or Eastern Washington Wetland Rating System. Provide the wetland rating forms with the JARPA package.

³ Indicate the days, months or years the wetland will be measurably impacted by the activity. Enter "permanent" if applicable.

⁴ Creation (C), Re-establishment/Rehabilitation (R), Enhancement (E), Preservation (P), Mitigation Bank/In-lieu fee (B)

Page number(s) for similar information in the mitigation plan, if available: _____

7i. For all filling activities identified in 7h, describe the source and nature of the fill material, the amount in cubic yards that will be used, and how and where it will be placed into the wetland. [\[help\]](#)

There will be no impact to the area within the delineated boundary of Wetland A or below OHWM. The creation of gravel and asphalt paved walking paths, the fishing platform, and the fishing float will all occur within the 100 ft buffer of Wetland A. The fill material for the gravel walking paths will be sourced locally. The access walking paths will require 74.30 cy, the fishing platform will require 14.09 cy, and the concrete abutment for the fishing float will require 5 cy of material.

7j. For all excavating activities identified in 7h, describe the excavation method, type and amount of material in cubic yards you will remove, and where the material will be disposed. [\[help\]](#)

There will be no impact to the area within the delineated boundary of Wetland A or below OHWM. The creation of gravel and asphalt paved walking paths, the fishing platform, and the fishing float will all occur within the 100 ft buffer of Wetland A. The access walking paths will require removal of 73.54 cy of material (soil). The fishing platform will require excavation of 6.94 cy of material (soil). The concrete abutment for the fishing float will require the removal of 5 cy of material (soil). This material will be loaded into a dump truck and hauled off site to an approved disposal site.

Part 8—Waterbodies (other than wetlands): Impacts and Mitigation

In Part 8, "waterbodies" refers to non-wetland waterbodies. (See Part 7 for information related to wetlands.) [\[help\]](#)

Check here if there are waterbodies on or adjacent to the project area. (If there are none, skip to Part 9.)

8a. Describe how the project is designed to avoid and minimize adverse impacts to the aquatic environment. [\[help\]](#)

Not applicable

Construction activities will occur upland of the lake and above OHWM. No fill/dredge will occur below OHWM. Best management practices will be used to avoid and lessen impacts during the installation of the fishing platform, fishing float and steel pilings. Filter fabric fence to will be used as necessary to reduce erosion and sediment movement into the Lake. In-water work to move floats into place and drive pilings is limited and will be accomplished in a timely manner. Best management practices will be implemented during construction activities to reduce the risk of contamination from waste materials, fuel or other petroleum products to surface water.

8b. Will your project impact a waterbody or the area around a waterbody? [\[help\]](#)

Yes No

8c. Have you prepared a mitigation plan to compensate for the project’s adverse impacts to non-wetland waterbodies? [\[help\]](#)

- **If Yes**, submit the plan with the JARPA package and answer 8d.
- **If No, or Not applicable**, explain below why a mitigation plan should not be required.

Yes No Don't know

The existing access site comprises of an asphalt paved parking area/access road and vegetated shoreline. This project proposes to install a fishing float, fishing platform and create 5 FT wide gravel and asphalt access paths. **There will be no cut/fill below OHWM. There will be no cut/fill within the wetland boundary.** The new impervious surface from the access paths and two concrete abutments will total **2,335 SF**.

The new fishing float footprint will be 560 SF. Total amount of unobstructed grating below OHWM is 432 SF, which is 67% of the total footprint and exceeds the requirement for light penetration stated in WAC 220-660-380, and meets Chelan County SMP 5.14 (Table 5.14-A) for grating requirements. The new fishing platform footprint will be not be positioned overwater or below OHWM. (See Sheets 6 and 7 of the Drawings Set).

A mitigation planting (**2,850 SF**) is proposed at the south end of the site near the shoreline. Currently, Himalayan blackberry is well established in this area. The blackberry will be removed prior to planting native species. Native plants will be planted in this area and will include serviceberry, woods rose, mock orange, red-osier dogwood and ocean spray. These will be 1-gallon in size and be planted 5 ft on center. The mitigation planting plan can be found on Sheet 9 of the drawing set.

8d. Summarize what the mitigation plan is meant to accomplish. Describe how a watershed approach was used to design the plan.

- If you already completed 7g you do not need to restate your answer here. [\[help\]](#)

The mitigation planting area will be established in order to restore riparian habitat due to impact from construction activities as well as to increase nutrient input and species diversity. This area will be located in the riparian upland. Invasive Himalayan Blackberry will be removed prior to planting (Approx. 2,850 SF).

There will be no cut/fill below OHWM. There will be no cut/fill within the wetland boundary. The mitigation planting (**2,850 SF**) is proposed at the south end of the site near the shoreline. This is compensatory mitigation for the creation of new impervious surface (asphalt/gravel access paths) which will total **2,335 SF**. This mitigation ratio is **1.2:1**, exceeding the required ratio of 1:1 for wetland buffer impacts (CCC 14.10.060(A)(4)(b)(v)).

8e. Summarize impact(s) to each waterbody in the table below. [\[help\]](#)

Activity (clear, dredge, fill, pile drive, etc.)	Waterbody name ¹	Impact location ²	Duration of impact ³	Amount of material (cubic yards) to be placed in or removed from waterbody	Area (sq. ft. or linear ft.) of waterbody directly affected
Pile Driving	Roses Lake	Below OHWM	Permanent	N/A	N/A

¹ If no official name for the waterbody exists, create a unique name (such as “Stream 1”) The name should be consistent with other documents provided.

² Indicate whether the impact will occur in or adjacent to the waterbody. If adjacent, provide the distance between the impact and the waterbody and indicate whether the impact will occur within the 100-year flood plain.

³ Indicate the days, months or years the waterbody will be measurably impacted by the work. Enter “permanent” if applicable.

8f. For all activities identified in 8e, describe the source and nature of the fill material, amount (in cubic yards) you will use, and how and where it will be placed into the waterbody. [\[help\]](#)

No fill material will be placed below OHWM.

8g. For all excavating or dredging activities identified in 8e, describe the method for excavating or dredging, type and amount of material you will remove, and where the material will be disposed. [\[help\]](#)

No dredging of material will occur below OHWM.

Part 9—Additional Information

Any additional information you can provide helps the reviewer(s) understand your project. Complete as much of this section as you can. It is ok if you cannot answer a question.

9a. If you have already worked with any government agencies on this project, list them below. [\[help\]](#)

Agency Name	Contact Name	Phone	Most Recent Date of Contact
WDFW	Graham Simon	(509) 670-0742	January, 2021
Chelan County	Jamie Strother	(509) 667-6899	January, 2021
ACOE	Jess Jordan	(206) 316-3967	February, 2021

9b. Are any of the wetlands or waterbodies identified in Part 7 or Part 8 of this JARPA on the Washington Department of Ecology's 303(d) List? [\[help\]](#)

- If **Yes**, list the parameter(s) below.
- If you don't know, use Washington Department of Ecology's Water Quality Assessment tools at: <http://www.ecy.wa.gov/programs/wq/303d/>.

Yes No

<p>9c. What U.S. Geological Survey Hydrological Unit Code (HUC) is the project in? [help]</p> <ul style="list-style-type: none"> Go to http://cfpub.epa.gov/surf/locate/index.cfm to help identify the HUC.
170200090303
<p>9d. What Water Resource Inventory Area Number (WRIA #) is the project in? [help]</p> <ul style="list-style-type: none"> Go to http://www.ecy.wa.gov/water/wria/index.html to find the WRIA #.
WRIA 47 - Chelan
<p>9e. Will the in-water construction work comply with the State of Washington water quality standards for turbidity? [help]</p> <ul style="list-style-type: none"> Go to http://www.ecy.wa.gov/programs/wq/swqs/criteria.html for the standards.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable
<p>9f. If the project is within the jurisdiction of the Shoreline Management Act, what is the local shoreline environment designation? [help]</p> <ul style="list-style-type: none"> If you don't know, contact the local planning department. For more information, go to: http://www.ecy.wa.gov/programs/sea/sma/laws_rules/173-26/211_designations.html.
<input type="checkbox"/> Urban <input type="checkbox"/> Natural <input type="checkbox"/> Aquatic <input type="checkbox"/> Conservancy <input checked="" type="checkbox"/> Other: <u>Rural Public</u>
<p>9g. What is the Washington Department of Natural Resources Water Type? [help]</p> <ul style="list-style-type: none"> Go to http://www.dnr.wa.gov/forest-practices-water-typing for the Forest Practices Water Typing System.
<input checked="" type="checkbox"/> Shoreline <input type="checkbox"/> Fish <input type="checkbox"/> Non-Fish Perennial <input type="checkbox"/> Non-Fish Seasonal
<p>9h. Will this project be designed to meet the Washington Department of Ecology's most current stormwater manual? [help]</p> <ul style="list-style-type: none"> If No, provide the name of the manual your project is designed to meet.
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Name of manual: _____
<p>9i. Does the project site have known contaminated sediment? [help]</p> <ul style="list-style-type: none"> If Yes, please describe below.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>9j. If you know what the property was used for in the past, describe below. [help]</p>

The site was purchased from a private seller in 1970 as a public water access site.

9k. Has a cultural resource (archaeological) survey been performed on the project area? [\[help\]](#)

- **If Yes**, attach it to your JARPA package.

Yes No WDFW Internal Cultural Review

9l. Name each species listed under the federal Endangered Species Act that occurs in the vicinity of the project area or might be affected by the proposed work. [\[help\]](#)

Canada Lynx (*Lynx canadensis*) – Threatened
Gray Wolf (*Canis lupus*) – Endangered
North American Wolverine (*Gulo gulo luscus*) – Proposed Threatened
Marbled Murrelet (*Brachyramphus marmoratus*) – Threatened
Yellow-billed Cuckoo (*Coccyzus americanus*) – Threatened
Bull Trout (*Salvelinus confluentus*) - Threatened

9m. Name each species or habitat on the Washington Department of Fish and Wildlife’s Priority Habitats and Species List that might be affected by the proposed work. [\[help\]](#)

Waterfowl Concentrations

Part 10–SEPA Compliance and Permits

Use the resources and checklist below to identify the permits you are applying for.

- Online Project Questionnaire at <http://apps.oria.wa.gov/opas/>.
- Governor’s Office for Regulatory Innovation and Assistance at (800) 917-0043 or help@oria.wa.gov.
- For a list of addresses to send your JARPA to, click on [agency addresses for completed JARPA](#).

10a. Compliance with the State Environmental Policy Act (SEPA). (Check all that apply.) [\[help\]](#)

- For more information about SEPA, go to www.ecy.wa.gov/programs/sea/sepa/e-review.html.

A copy of the SEPA determination or letter of exemption is included with this application.

A SEPA determination is pending with _____ (lead agency). The expected decision date is _____.

I am applying for a Fish Habitat Enhancement Exemption. (Check the box below in 10b.) [\[help\]](#)

This project is exempt (choose type of exemption below).

Categorical Exemption. Under what section of the SEPA administrative code (WAC) is it exempt?

Other: _____

SEPA is pre-empted by federal law.

10b. Indicate the permits you are applying for. (Check all that apply.) [\[help\]](#)

LOCAL GOVERNMENT

Local Government Shoreline permits:

Substantial Development Conditional Use Variance

Shoreline Exemption Type (explain): _____

Other City/County permits:

Floodplain Development Permit Critical Areas Ordinance

STATE GOVERNMENT

Washington Department of Fish and Wildlife:

Hydraulic Project Approval (HPA) Fish Habitat Enhancement Exemption – [Attach Exemption Form](#)

You must submit a check for \$150 to Washington Department of Fish and Wildlife, unless your project qualifies for an exemption or alternative payment method below. **Do not send cash.**

Check the appropriate boxes

\$150 check enclosed. Check # _____
Attach check made payable to Washington Department of Fish and Wildlife.

My project is exempt from the application fee. (Check appropriate exemption):

HPA processing is conducted by applicant funded WDFW staff.

Agreement # _____

Mineral prospecting and mining

Project occurs on farm and agricultural land.

(Attach a copy of current land use classification recorded with the county auditor, or other proof of current land use)

Project is modification of an existing HPA originally applied for, prior to July 10, 2012.

HPA # _____

Washington Department of Natural Resources:

Aquatic Use Authorization

Complete [JARPA Attachment E](#) and submit a check for \$25 payable to the Washington Department of Natural Resources.

Do not send cash.

Washington Department of Ecology:

Section 401 Water Quality Certification

FEDERAL GOVERNMENT

United States Department of the Army permits (U.S. Army Corps of Engineers):

Section 404 (discharges into waters of the U.S.) Section 10 (work in navigable waters)

United States Coast Guard permits:

Private Aids to Navigation (for non-bridge projects)

Part 11—Authorizing Signatures

Signatures are required before submitting the JARPA package. The JARPA package includes the JARPA form, project plans, photos, etc. [\[help\]](#)

11a. Applicant Signature (required) [\[help\]](#)

I certify that to the best of my knowledge and belief, the information provided in this application is true, complete, and accurate. I also certify that I have the authority to carry out the proposed activities, and I agree to start work only after I have received all necessary permits.

I hereby authorize the agent named in Part 3 of this application to act on my behalf in matters related to this application. _____ (initial)

By initialing here, I state that I have the authority to grant access to the property. I also give my consent to the permitting agencies entering the property where the project is located to inspect the project site or any work related to the project. _____ (initial)

Anna Sample
Applicant Printed Name

Anna Sample
Applicant Signature

3/1/21
Date

11b. Authorized Agent Signature [\[help\]](#)

I certify that to the best of my knowledge and belief, the information provided in this application is true, complete, and accurate. I also certify that I have the authority to carry out the proposed activities and I agree to start work only after all necessary permits have been issued.

Authorized Agent Printed Name

Authorized Agent Signature

Date

11c. Property Owner Signature (if not applicant) [\[help\]](#)

Not required if project is on existing rights-of-way or easements (provide copy of easement with JARPA).

I consent to the permitting agencies entering the property where the project is located to inspect the project site or any work. These inspections shall occur at reasonable times and, if practical, with prior notice to the landowner.

Property Owner Printed Name

Property Owner Signature

Date

18 U.S.C §1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.

If you require this document in another format, contact the Governor's Office for Regulatory Innovation and Assistance (ORIA) at (800) 917-0043. People with hearing loss can call 711 for Washington Relay Service. People with a speech disability can call (877) 833-6341. ORIA publication number: ORIA-16-011 rev. 09/2016



State of Washington
DEPARTMENT OF FISH AND WILDLIFE

Mailing Address: P.O. Box 43200, Olympia, WA 98504-3200 • (360) 902-2200 • TDD (360) 902-2207
Main Office Location: Natural Resources Building, 1111 Washington Street SE, Olympia, WA

**ADDENDUM 21-011 TO DETERMINATION OF NONSIGNIFICANCE (DNS) 20-010
DATED: FEBRUARY 11, 2020**

Name of Proposal: DNS 20-010: ROSES LAKE ACCESS REDEVELOPMENT – PHASE 2

Description of Addendum 21-011:

Original measurements and other elements of the proposed work have been modified as indicated below in underlined red font. In addition, the 10' x 40' fishing float and the 10' x 15' fishing platform have exchanged locations: the fishing float will now be located slightly southeast of the originally-proposed location and the fishing platform will now be located slightly northwest of the originally-proposed location, as per the revised plans.

Description of Original Proposal:

Washington Department of Fish and Wildlife proposes to upgrade the WDFW owned Roses Lake Access Site located in Chelan County. The existing site is a 6.36 acre parcel located along the south shoreline of Roses Lake, surrounded by agriculture and rural residential homes.

Phase II seeks to build on the phase I project by increasing pedestrian fishing capacity as well as providing new physical structures to base the pedestrian fishing from in efforts to provide a more stable and safe platform to pursue this recreational opportunity. The proposed structures will also have approximately 350LF of ADA accessible paved pathways leading to the shore-based structures from the existing parking area. ~~More vegetation management~~ Removal of existing shrub vegetation will occur in order to ~~will also be undertaken to~~ facilitate the construction of the walking paths ~~structures~~. To complete phase II at this site, WDFW proposes the following scope of work:

1. Install a new ADA-compliant 10'x40' fishing float with (4) steel pilings, mechanically driven into the lakebed, and accessed via a shore-mounted 60'x 45' gangway.
2. Site build a ~~28' x 16'~~ 10' x 15' ADA-compliant pedestrian fishing platform. ~~The platform will be shore-based atop a cast in-place concrete foundation. The platform will be suspended approximately 16' from the shore out over the lake via (3) steel piles mechanically driven into the lakebed. The platform will be shore-based using pre-cast concrete ultra-blocks back filled and asphalt paved to create the surfacing. This work will be accomplished using a combination of tracked excavator, and mobile crane.~~
3. Install approximately ~~155'x5'~~ 342' x 5' ADA-compliant paved and graveled walking paths from existing paved parking area along the northwest of the parking area that leads to the proposed fishing structures.
4. A compensatory mitigation plan will be implemented to mitigate for the new development of impervious surface. Impervious surface will increase by ~~2,115~~ 2,235 SF to include new gravel trails, asphalt trails, and ~~two~~ concrete abutments. Invasive plant species, primarily

Himalayan blackberry will be removed prior to planting in the mitigation area, 2,850 SF.
(See Sheet 9 of the Drawing Set)

Proponent/Applicant: Washington State Department of Fish and Wildlife (WDFW)
Contact: Anna Sample
600 Capitol Way N
Olympia, WA 98501
(360) 902-84296
AnnaMarie.Sample@dfw.wa.gov

Location of Current Proposal: WDFW Roses Lake Access Site, 2620 Green Ave., Manson, Chelan County, Washington: Township 28N, Range 21E, Section 26.

Lead Agency: Washington Department of Fish and Wildlife (WDFW)

This addendum is being distributed pursuant to WACs 197-11-600 and 197-11-625. The updated information provided above does not substantially change the analysis of significant impacts in the existing environmental checklist. Based on the original DNS and the updated information provided in this addendum, we have determined that a new threshold determination is not warranted. There is no comment period associated with this SEPA addendum.

Responsible Official: Lisa Wood

Position/Title: SEPA/NEPA Coordinator, WDFW Habitat Program, Protection Division

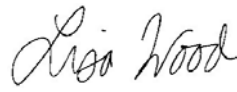
Address: P.O. Box 43200, Olympia, WA 98504-3200

Applicants may view the supporting documents for this addendum on the WDFW SEPA website:
<https://wdfw.wa.gov/licenses/environmental/sepa/closed-final>

If you have questions about this addendum or the details of the proposal, contact Lisa Wood at SEPADesk2@dfw.wa.gov.

DATE OF ISSUE: March 15, 2021

SIGNATURE:



SEPA Log Number: 21-011 add to DNS 20-010

Individuals who need to receive this information in an alternative format or language, or who need reasonable accommodations to participate in WDFW-sponsored public meetings or other activities may contact the Title VI/ADA Compliance Coordinator by phone at 360-902-2349, TTY (711), or email (Title6@dfw.wa.gov).



Chelan County
 Department of Community Development
 316 WASHINGTON ST. SUITE 301
 Wenatchee, WA 98801
 (509) 667-6225

PERMIT

BP 210651

Dock/Pier

ISSUED: 08/12/2021

EXPIRES: 08/12/2023

SITE ADDRESS: 2570 GREEN AVE, MANSON

PROJECT DESCRIPTION: NEW COMMERCIAL DOCK AND FISHING FLOAT

PARCEL NUMBER: 282126613032

LEGAL DESCRIPTION: HIGHLINE NO 8 LOT 804 6.3600 ACRES

**APPLICANT: WA STATE DEPT FISH & WILDLIFE
 REAL ESTATE SERVICESPO BOX 43158
 OLYMPIA, WA 98504**

**OWNER: WA STATE DEPT FISH & WILDLIFE
 REAL ESTATE SERVICESPO BOX 43158
 OLYMPIA, WA 98504**

FEES:	<u>Paid</u>	<u>Due</u>
Zoning Review - Other Building	\$115.00	\$0.00
State Building Code Surcharge - Commercial	\$25.00	\$0.00
Building Plan Review	\$1,293.25	\$0.00
Building Permit	\$1,989.62	\$0.00
Totals :	\$3,422.87	\$0.00

VALUATIONS:

Dock/Pier/Boatlift	186400.00	\$186,400.00
	Total:	\$186,400.00

REQUIRED INSPECTIONS

Final

PERMIT CONDITIONS OF APPROVAL

1. Must conform to adopted city and county codes. The site plan for this building permit is approved as submitted. Any variations subsequently changed by the applicant/agent/contractor are not authorized until approval has been granted by the Chelan County Department of Community Development.
2. Pursuant to the International Residential Code, Section 109.3 or the International Building Code, Section 110.5: it shall be the duty of the permit holder or their agent to notify the building official that such work is ready for inspection. It shall be the duty of the person requesting any inspection required by this code to provide access to and means for inspection of such work. The building official upon notification shall make the requested inspections. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official. Notice: Lending institutions may require a certificate of occupancy and/or a final inspection.
3. Responsible for obtaining all applicable permits from local, state, and federal agencies.
4. At footing and setback inspection, all property corners and easements shall be clearly marked.
5. Must comply with conditions/requirements of Plat: Highline Division No. 8, recorded under AFN: 110807 (attached).



Chelan County
Department of Community Development
316 WASHINGTON ST. SUITE 301
Wenatchee, WA 98801
(509) 667-6225

Permit BP 210651
Dock/Pier

6. Any building or structure, or any gas, mechanical or plumbing system authorized by this permit shall not be used to support, directly or indirectly, cannabis activities regulated or prohibited by Chelan County Code Chapter 11.100.
7. This permit is subject to all easements both public and private and it is the applicant/owner's responsibility to not encroach and/or violate. Applicant/owner assumes all risk/liability for all incomplete and/or incorrect information including, but not limited to encroachments, encumbrances, easements, etc.; and, any claims and liabilities that result there from in any manner as a result of this permit. Chelan County assumes no liability whatsoever for the existence, status, location, nor nature of any easements. This permit condition shall run with the land and shall be binding upon all heirs, assigns, and successors in interest.
8. This property may be located within 500' of commercial resource lands for agricultural, forest or mineral activities. Resource lands may include a variety of commercial activities which may not be compatible with residential development for certain periods of limited duration. Mineral resource lands might include mining-related activities, including mining, extraction, washing, crushing, stockpiling, blasting, transporting, and recycling of minerals.
9. Chelan County is not responsible for notification or enforcement of covenants or deed restrictions or reservations affecting use or title. Any permit issued does not acknowledge or recognize any covenants or deed restrictions or reservations that may burden or otherwise affect this property. Applicant/owner assumes all risk and liability for any claims and liabilities for covenants or deed restrictions or reservations.
10. All building permits shall comply with Sections 105.4 Validity of permit, and 105.5 Expiration. Every building permit issued shall expire two years from the date of issuance.

No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy except for permits listed in Section R105.2.

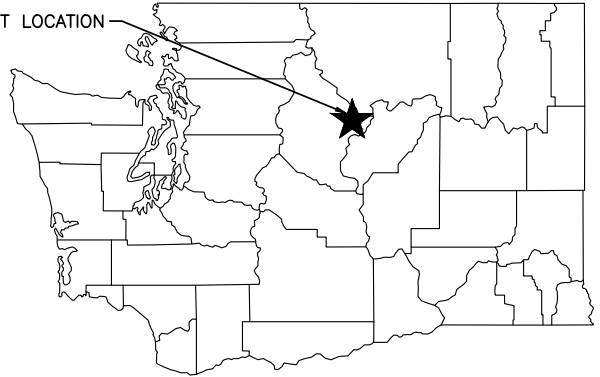
11. Based on a rich legacy of agricultural production in Chelan County, there is a possibility of lingering legally applied chemicals in the soil. If you are concerned, you should contact the WA State Department of Ecology for advice and assistance.
12. The Administrator may suspend/revoke or deny any permit issued by the department per Chapter 16.14, Title 16, Enforcements and Violations, Chelan County Code.

I hereby certify that the above information is correct and that the construction on, and the occupancy and use of, the above described property will be in accordance with the laws, rules and regulations of the State of Washington and of Chelan County.

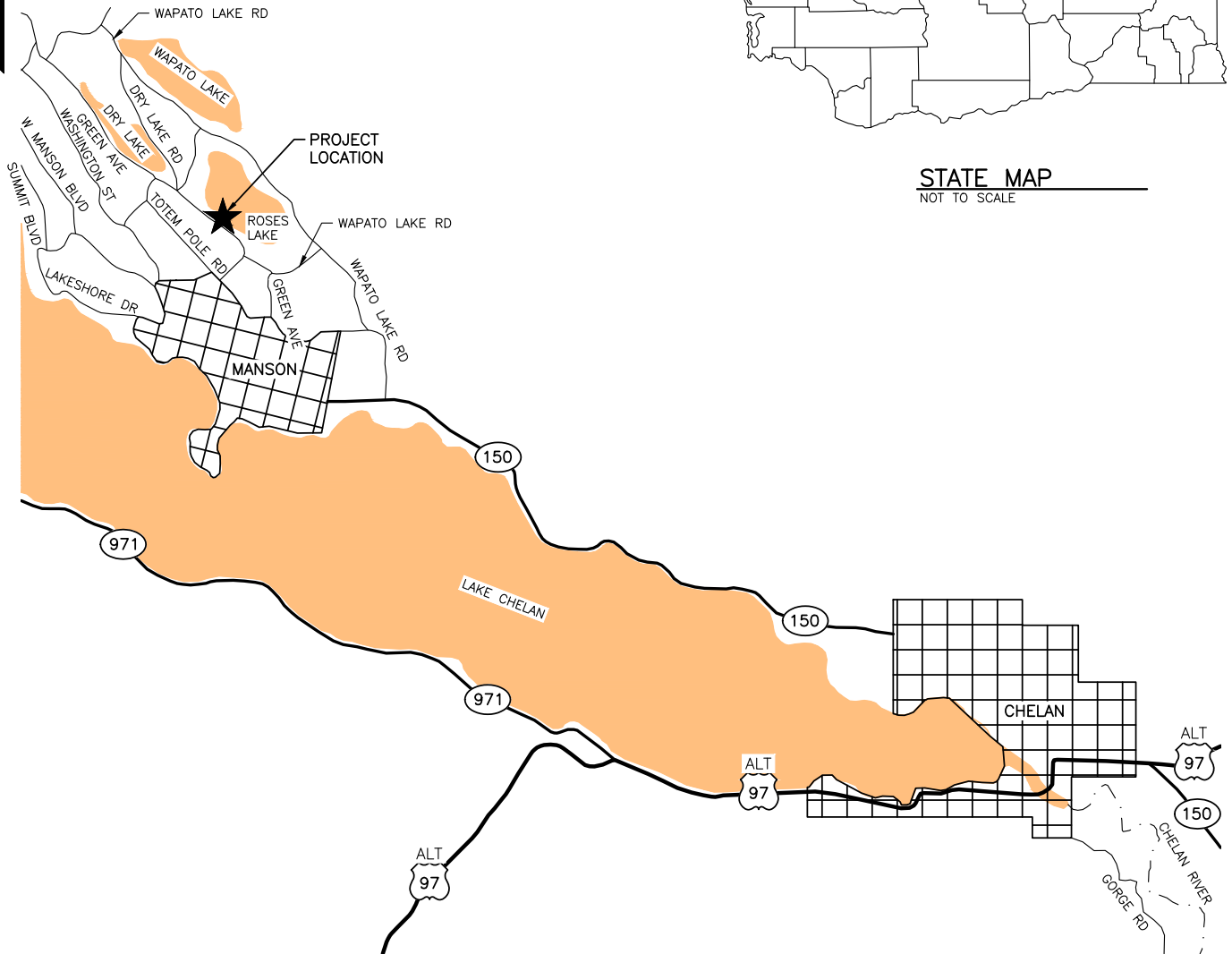
Owner/Applicant: Anna Sample Date: 8/18/21
Permit Issued By: Wendy Englund Date: 8/12/2021
Authorized by Community Development



PROJECT LOCATION



STATE MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

DIRECTIONS

FROM WENATCHEE, TAKE HWY 2/HWY 97 TOWARDS CHELAN. STAY ON HWY 2/HWY 97 FOR ABOUT 39 MILES. JUST AFTER CROSSING THE COLUMBIA RIVER, TURN LEFT ONTO WA-150 TOWARDS CHELAN. IN CHELAN TURN RIGHT ONTO N SANDERS ST, AND TAKE THE NEXT LEFT ONTO E JOHNSON AVE/WA-150. STAY ON WA-150 FOR ABOUT 6 MILES. TURN RIGHT ONTO WAPATO LAKE RD. TURN LEFT ONTO ROSES AVE AND CONTINUE ONTO GREEN AVE. DESTINATION WILL BE ON THE RIGHT.

PARCEL NUMBER: 282126613032

PARCEL SIZE: 7.84 ACRES

ENG. PROJECT NO. CN:A44:2019-1

PORTION OF: SEC 26, T28N, R21E

DRAWN BY: J. LONG

REFERENCE NUMBER:

PROJECT LOCATION (ADDRESS):

PROPOSED PROJECT:

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

ROSES LAKE
2620 GREEN AVE
MANSON, WA 98831

FISHING PLATFORMS

ADJACENT PROPERTY OWNER:

LAT/LONG: N47.902277 / W120.158344

IN: ROSES LAKE

1. DAVID LEWMAN

DATUM: NAVD 88

NEAR/AT: MANSON

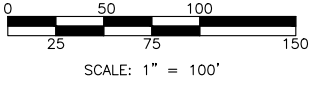
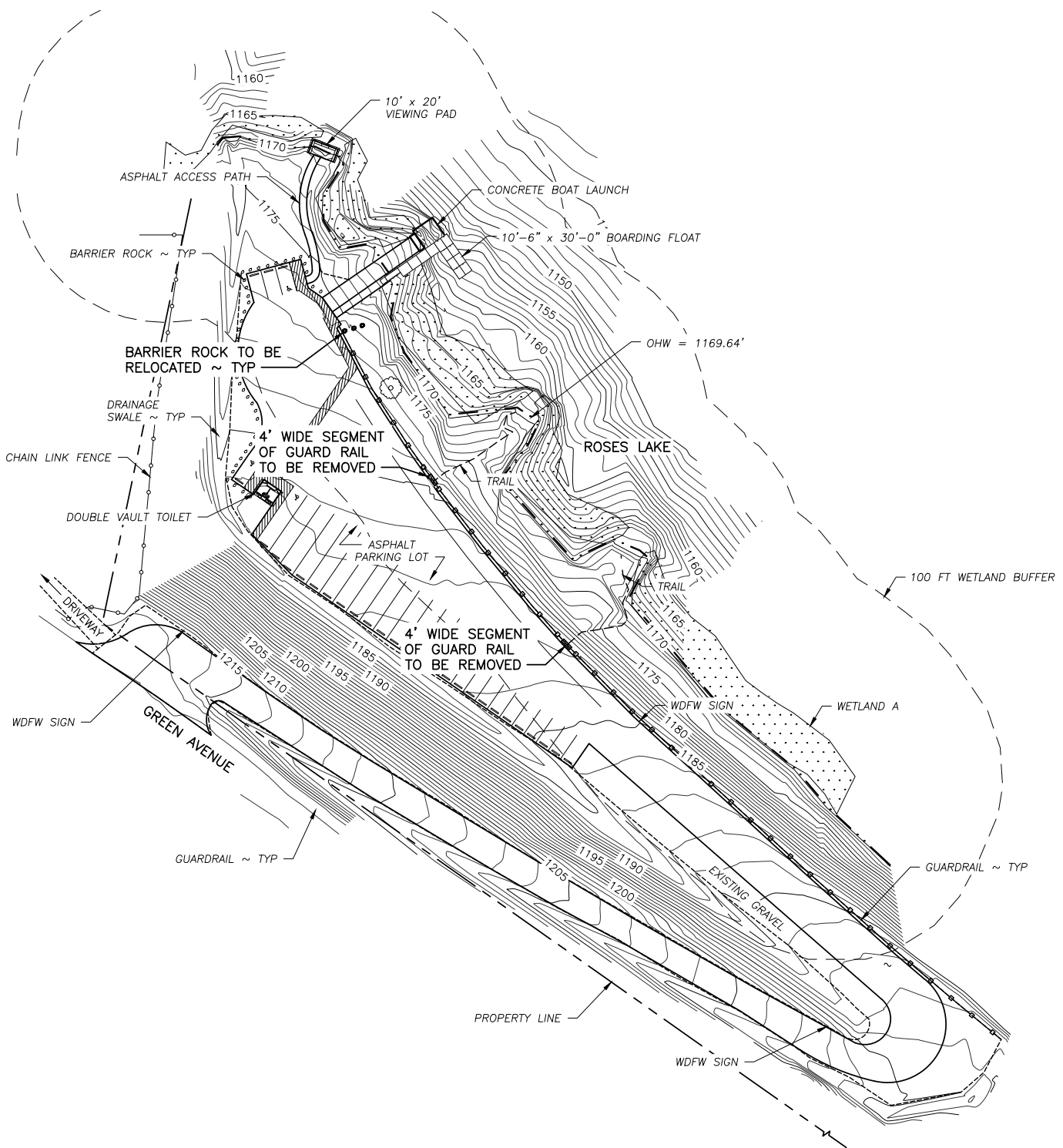
2. JIM WRIGHT

SHEET 1 OF 9

DATE: 02/25/2021

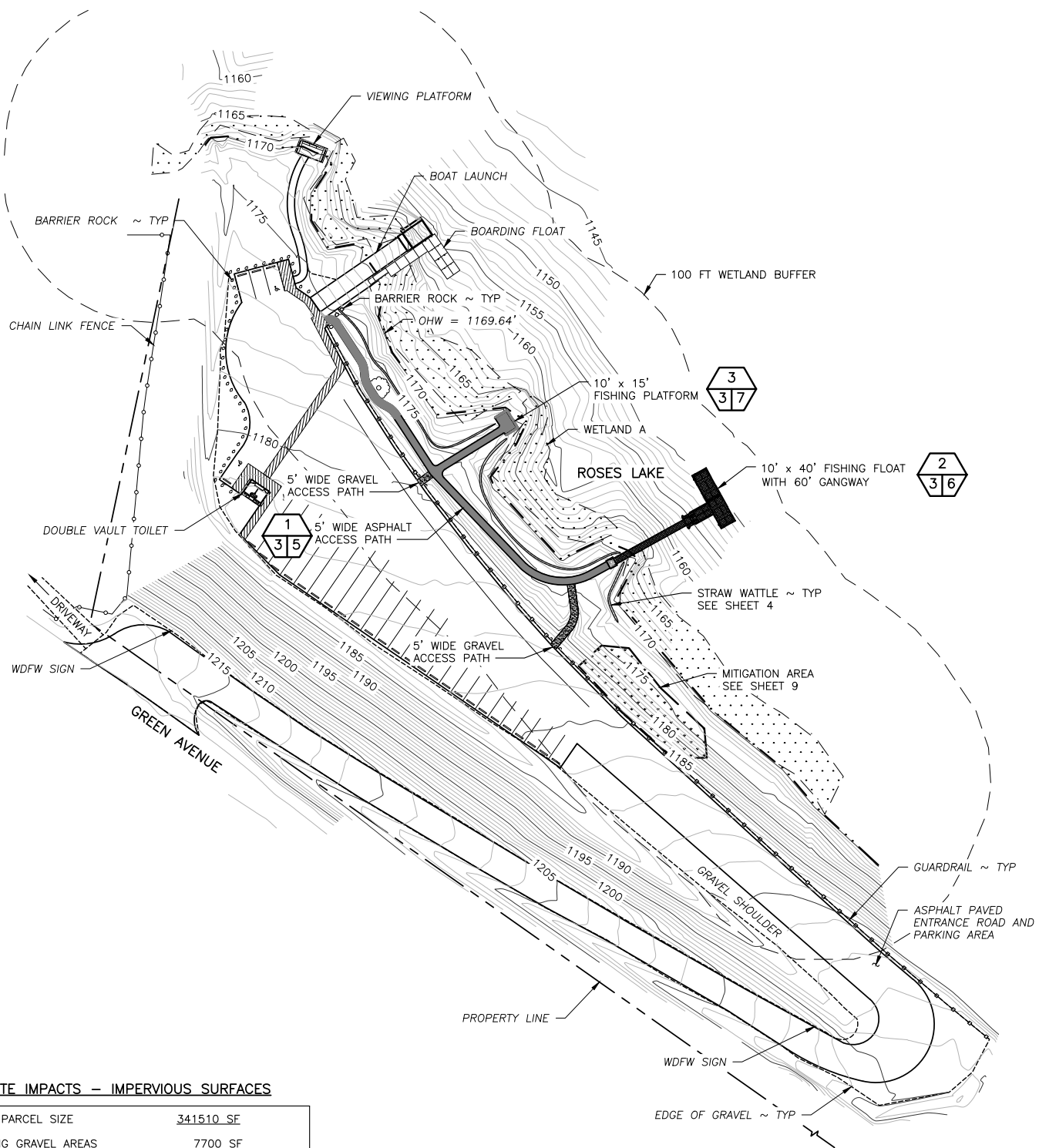
COUNTY: CHELAN

STATE: WA



EXISTING & DEMOLITION SITE PLAN
 SCALE: 1" = 100'

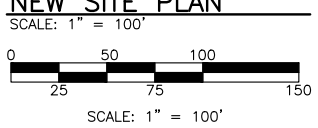
REFERENCE NUMBER:
 APPLICANT NAME:
 WASHINGTON DEPT. of FISH & WILDLIFE
 PROPOSED PROJECT:
 FISHING PLATFORMS
 LOCATION: ROSES LAKE
 SHEET 2 OF 9 DATE: 02/25/2021



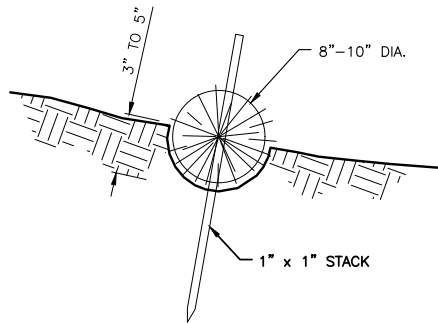
SITE IMPACTS – IMPERVIOUS SURFACES

TOTAL PARCEL SIZE	341510 SF	
EXISTING GRAVEL AREAS	7700 SF	
EXISTING ASPHALT AREAS	58010 SF	
TOTAL EXISTING IMPERVIOUS	65710 SF	19.24%
PROPOSED GRAVEL TRAILS	345 SF	
PROPOSED ASPHALT TRAILS	1710 SF	
PROPOSED CONCRETE ABUTMENT	30 SF	
PROPOSED FISHING PLATFORM	150 SF	
TOTAL PROPOSED IMPERVIOUS	2235 SF	19.90%
PERCENT CHANGE		±0.66%

NEW SITE PLAN



REFERENCE NUMBER:
 APPLICANT NAME:
WASHINGTON DEPT. of FISH & WILDLIFE
 PROPOSED PROJECT:
FISHING PLATFORMS
 LOCATION: **ROSES LAKE**
 SHEET **3** OF **9** DATE: **02/25/2021**



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 GULLYS PROMPTLY.
14. RESEED OR REPLANT VEGETATION IF NECESSARY UNTIL THE SLOPE IS STABILIZED.

REFERENCE NUMBER:

APPLICANT NAME:

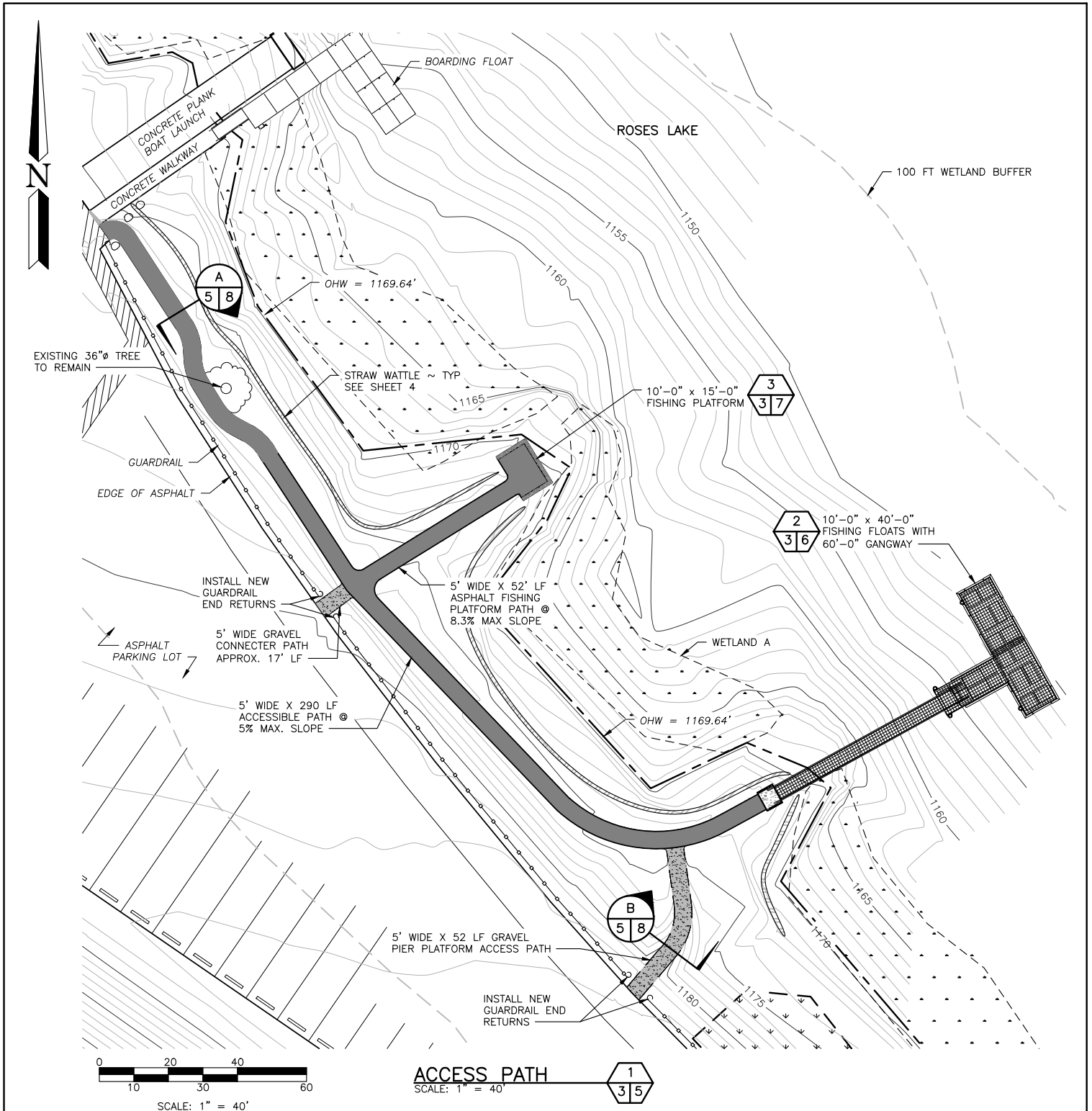
WASHINGTON DEPT. of FISH & WILDLIFE

PROPOSED PROJECT:

FISHING PLATFORMS

LOCATION: ROSES LAKE

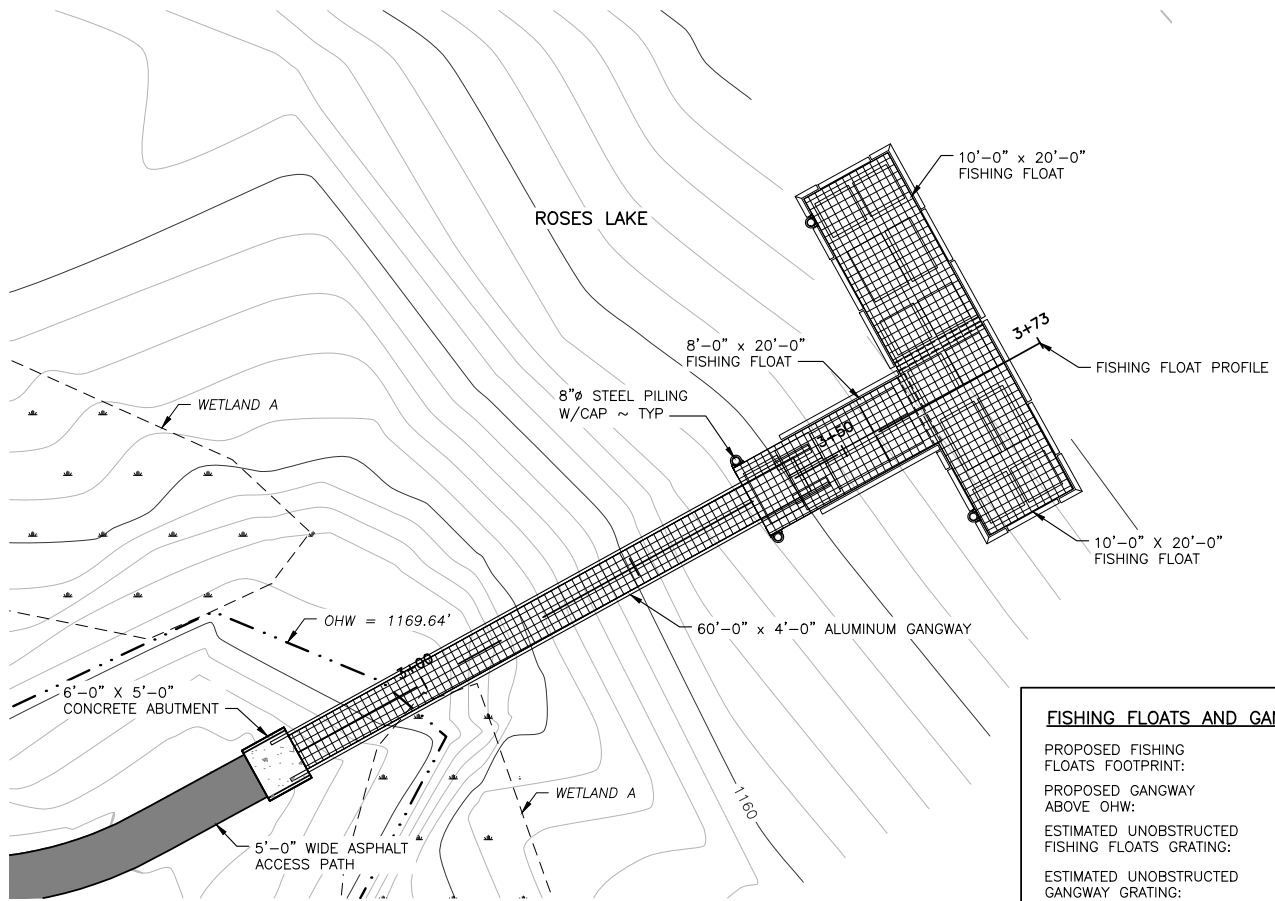
SHEET 4 OF 9 DATE: 02/25/2021



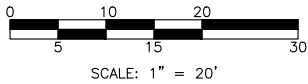
ACCESS PATHS CUT AND FILL DATA cu.yd.

SITE	CUT ABOVE OHW	FILL ABOVE OHW
CSTC FOR GRAVEL PATHS	4.25	4.25
NATIVE SOILS FOR GRAVEL PATHS	0.87	12.85
CSBC FOR ASPHALT PATHS	8.44	8.44
CSTC FOR ASPHALT PATHS	10.50	10.50
3" HMA FOR ASPHALT PATHS	15.83	15.83
NATIVE SOILS ASPHALT PATHS	33.65	22.43
TOTALS	73.54	74.30

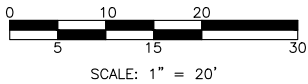
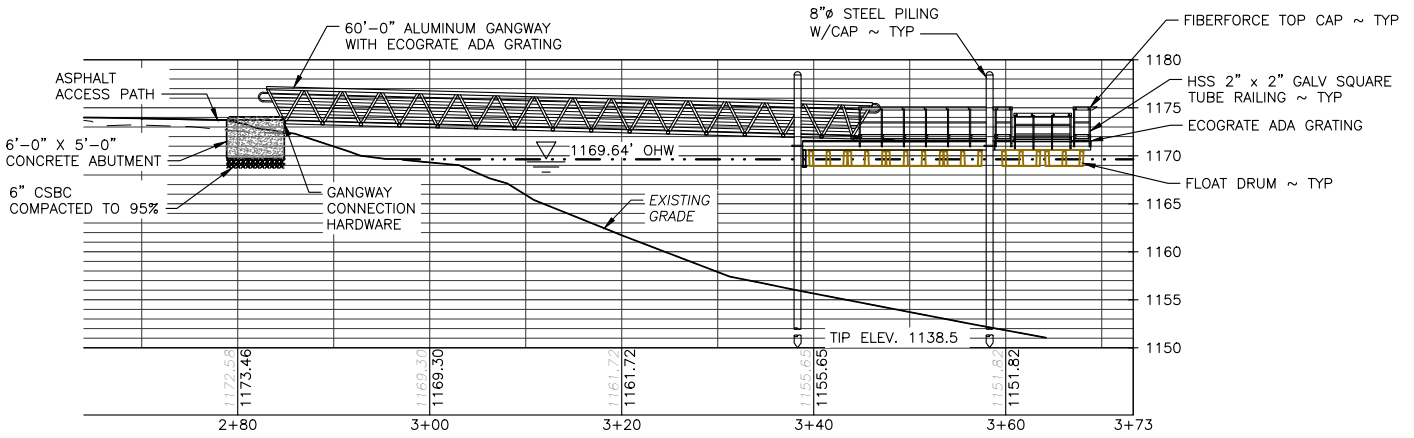
REFERENCE NUMBER:
 APPLICANT NAME:
WASHINGTON DEPT. of FISH & WILDLIFE
 PROPOSED PROJECT:
FISHING PLATFORMS
 LOCATION: **ROSES LAKE**
 SHEET **5** OF **9** DATE: **02/25/2021**



FISHING FLOATS AND GANGWAY	
PROPOSED FISHING FLOATS FOOTPRINT:	560 SQ.FT.
PROPOSED GANGWAY ABOVE OHW:	200 SQ.FT.
ESTIMATED UNOBSTRUCTED FISHING FLOATS GRATING:	93 SQ.FT.
ESTIMATED UNOBSTRUCTED GANGWAY GRATING:	76 SQ.FT.



FISHING FLOAT PLAN
SCALE: 1" = 20'

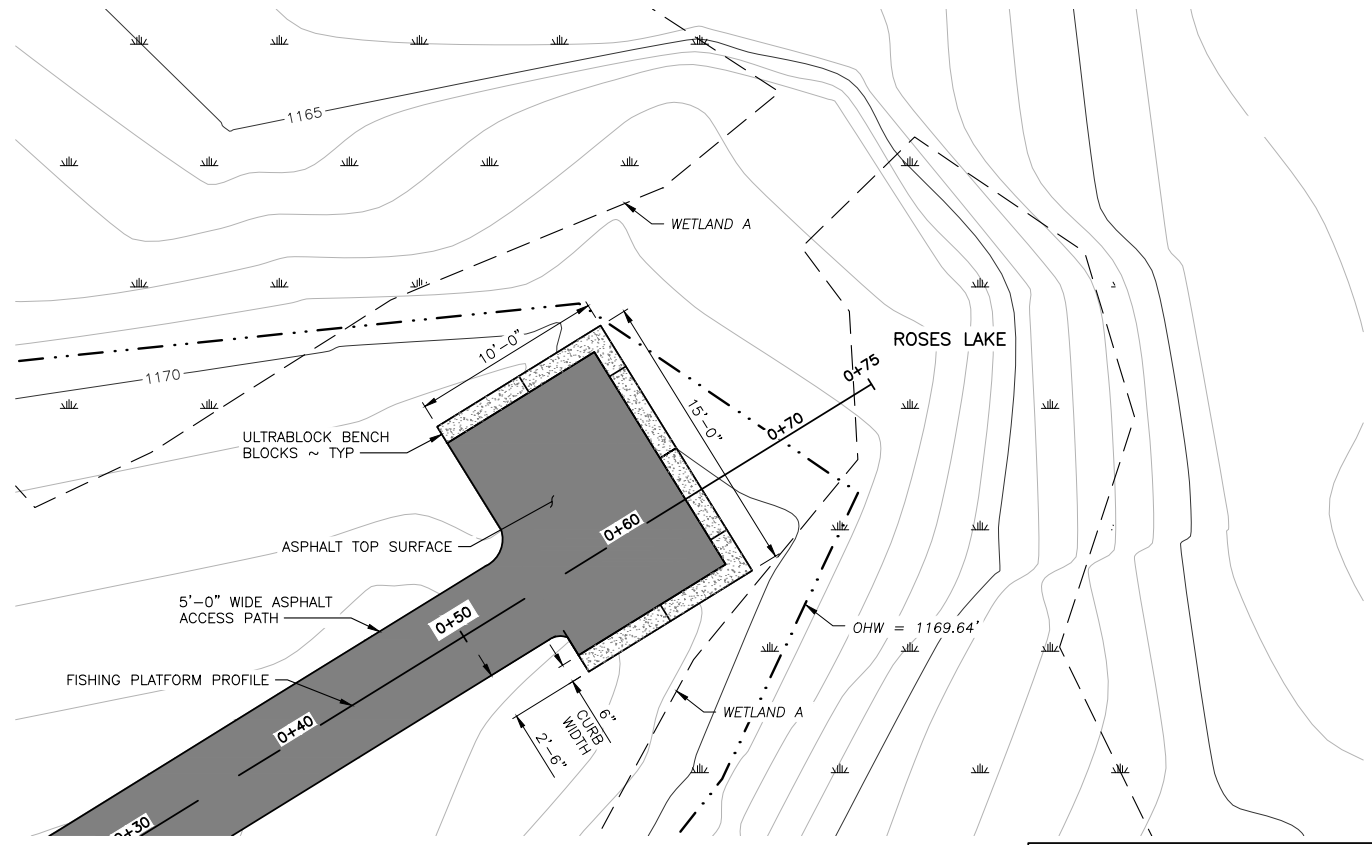


FISHING FLOAT PROFILE
SCALE: 1" = 20'

ABUTMENT CUT & FILL DATA cu.yd.

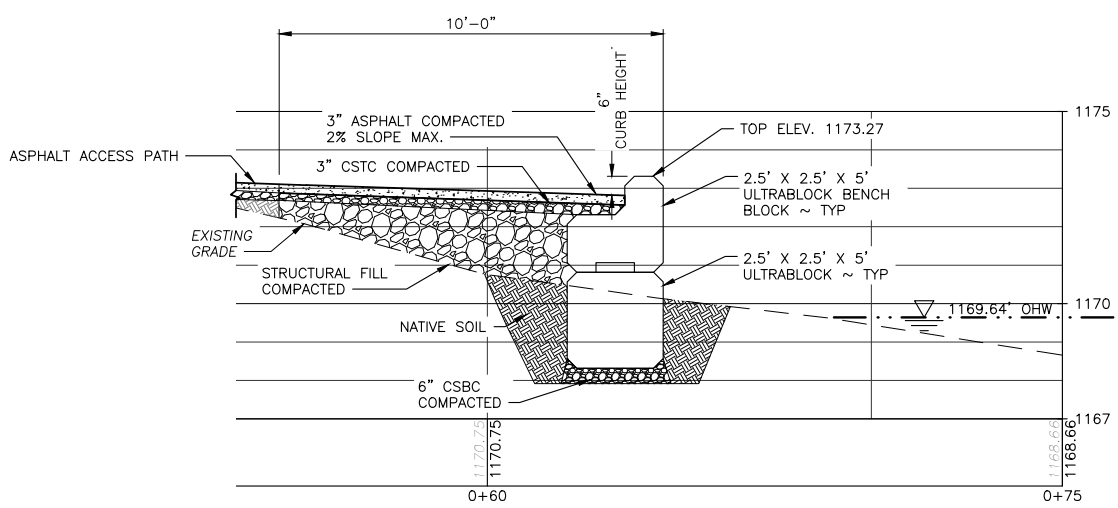
MATERIAL	CUT ABOVE OHW	FILL ABOVE OHW
CONCRETE	4.24	4.44
GRAVEL CSBC	0.00	0.56
NATIVE SOIL	0.76	0.00
TOTAL CUT/FILL	5.00	5.00

REFERENCE NUMBER:
 APPLICANT NAME:
WASHINGTON DEPT. of FISH & WILDLIFE
 PROPOSED PROJECT:
FISHING PLATFORMS
 LOCATION: **ROSES LAKE**
 SHEET **6** OF **9** DATE: **02/25/2021**



FISHING PLATFORM PLAN 3
3/7
 SCALE: 1" = 10'
 0 4 8 15
 2 6 10
 SCALE: 1" = 10'

FISHING PLATFORM
 PROPOSED FISHING PLATFORM FOOTPRINT: 150 SQ.FT.



FISHING PLATFORM PROFILE
 SCALE: 1" = 10'
 0 4 8 15
 2 6 10
 SCALE: 1" = 10'

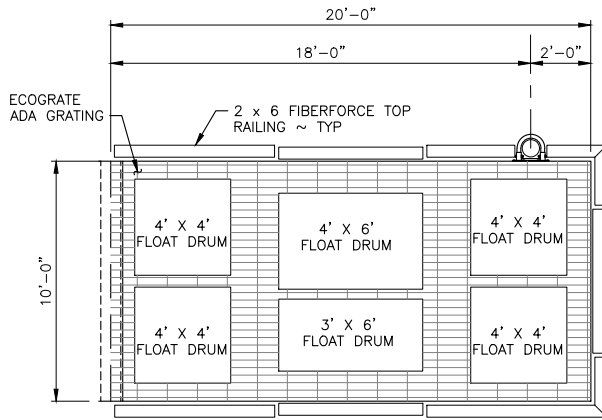
PLATFORM CUT & FILL DATA cu.yd.

MATERIAL	CUT ABOVE OHW	FILL ABOVE OHW
CONCRETE ULTRABLOCK	-	4.44
GRAVEL CSTC	-	1.07
GRAVEL CSBC	-	1.22
STRUCTURAL FILL	-	6.29
NATIVE SOIL	6.94	-
ASPHALT	-	1.07
TOTAL CUT/FILL	6.94	14.09

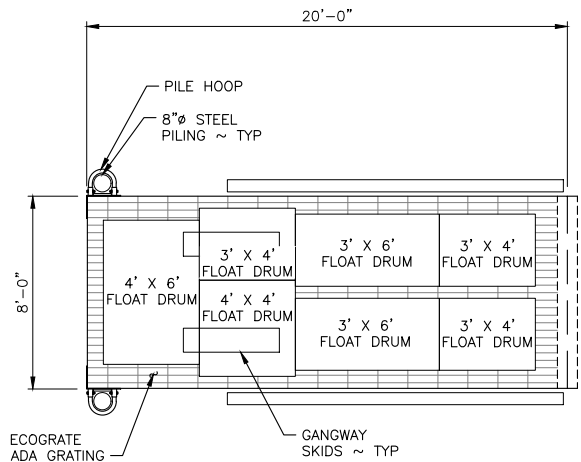
REFERENCE NUMBER:
 APPLICANT NAME:
 WASHINGTON DEPT. of FISH & WILDLIFE
 PROPOSED PROJECT:
 FISHING PLATFORMS
 LOCATION: ROSES LAKE
 SHEET 7 OF 9 DATE: 02/25/2021

FISHING FLOAT LIGHT PENETRATION DATA

FLOATING PLATFORM SIZE (AREA OVER OHW)	OBSTRUCTING FLOAT DRUMS	UNOBSTRUCTED GRATING AREA	OBSTRUCTING GRATING @ 62% OPEN AREA	OBSTRUCTED SURFACE AREA (SQ FT) & (%)	UNOBSTRUCTED SURFACE AREA (%)
10' X 20' (200 SQ FT)	106 SQ FT	(94 SQ FT)	58 SQ FT	164 SQ FT = 82%	18%
10' X 20' (200 SQ FT)	106 SQ FT	(94 SQ FT)	58 SQ FT	164 SQ FT = 82%	18%
8' X 20' (160 SQ FT)	112 SQ FT	(44 SQ FT)	27 SQ FT	139 SQ FT = 86%	13%
5' x 60' GANGWAY (200 SQ FT)	-	(200 SQ FT)	76 SQ FT	124 SQ FT = 38%	62%
TOTALS (760 SQ FT)	324 SQ FT	(432 SQ FT)	219 SQ FT	591 SQ FT = 33%	67%



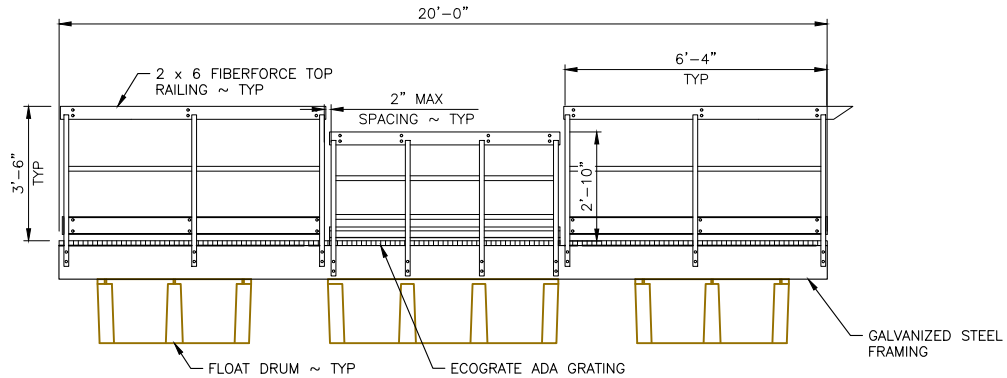
10' X 20' FLOAT
DRUM AREA = 106 SQ FT



8' X 20' FLOAT
DRUM AREA = 112 SQ FT

FISHING FLOATS PLAN

SCALE: 1" = 8'

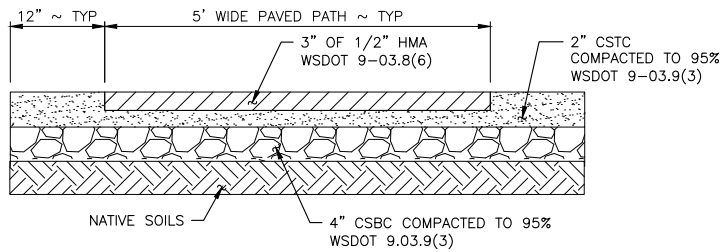


TYPICAL FISHING FLOAT ELEVATION

SCALE: 1" = 5'

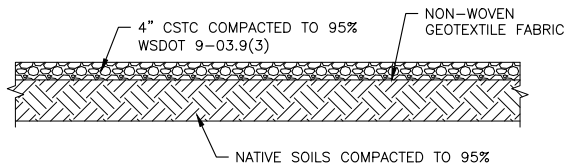


SCALE: 1" = 5'



TYPICAL ASPHALT SECTION

NOT TO SCALE



TYPICAL GRAVEL SECTION

NOT TO SCALE



REFERENCE NUMBER:

APPLICANT NAME:

WASHINGTON DEPT. of FISH & WILDLIFE

PROPOSED PROJECT:

FISHING PLATFORMS

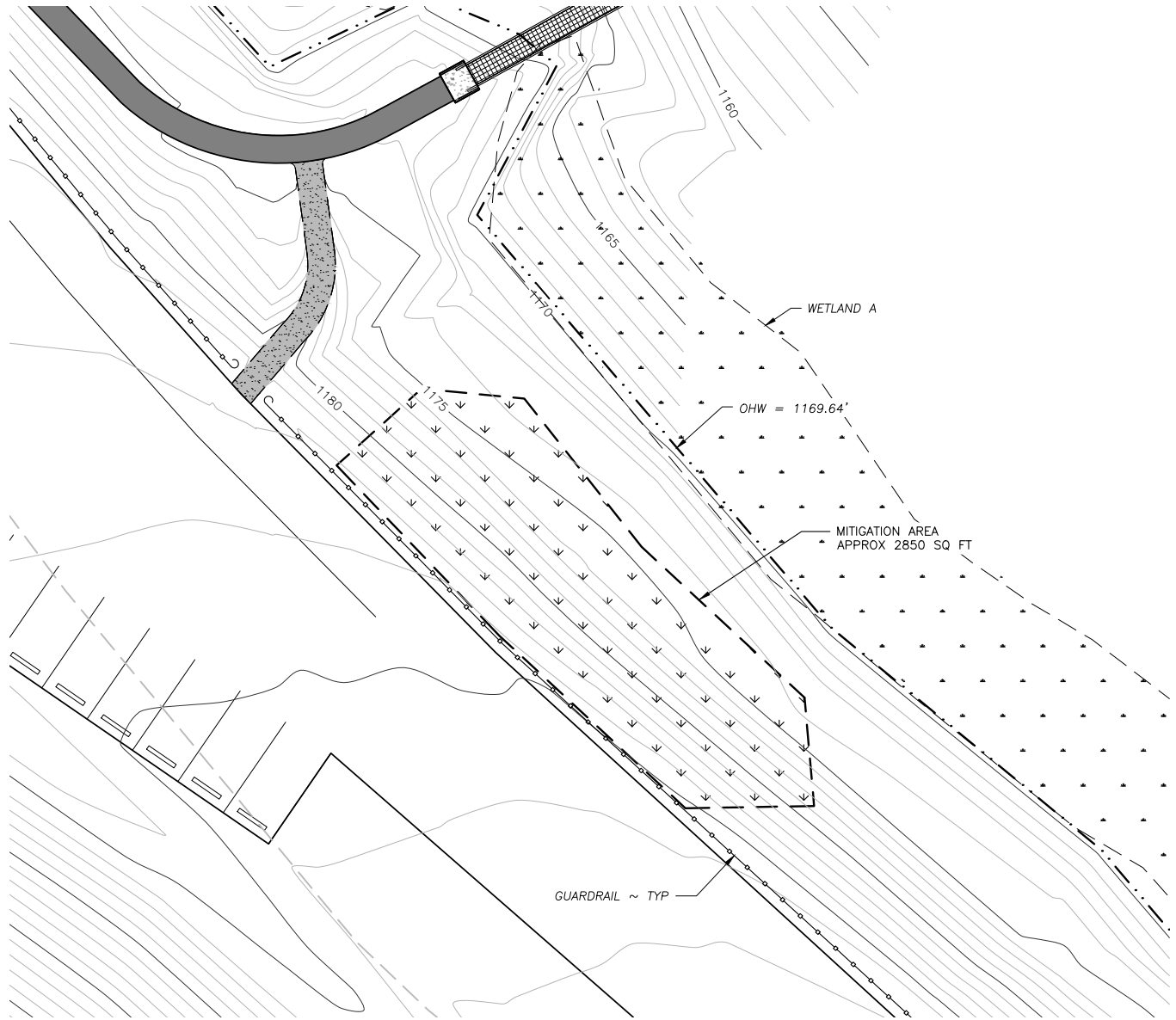
LOCATION: ROSES LAKE

SHEET 8 OF 9

DATE: 02/25/2021

ROSES LAKE MITIGATION PLANTINGS

SPECIES	SIZE	QUANTITY	SPACING	REMARKS
SERVICEBERRY	1 GAL	30	5 FT OC	FULL SUN TO PARTIAL SHADE; GROUPED
WOODS ROSE	1 GAL	30	5 FT OC	FULL SUN, WELL-DRAINED SOIL; GROUPED
MOCK ORANGE	1 GAL	30	5 FT OC	FULL SUN TO PARTIAL SUN, WELL-DRAINED SOIL; GROUPED
RED OSIER DOGWOOD	1 GAL	30	5 FT OC	FULL SUN TO PARTIAL SUN, WELL-DRAINED SOIL; GROUPED
OCEAN SPRAY	1 GAL	30	5 FT OC	FULL SUN, SOIL ADAPTABLE; GROUPED



MITIGATION PLAN

SCALE: 1" = 30'

NOTES:

1. ALL INVASIVE PLANTS SPECIES TO BE REMOVED WITHIN MITIGATION AREA
2. NEW PLANTINGS TO BE INSTALLED WITHOUT DISTURBING EXISTING NATIVE PLANTS
3. INSTALL 2" FINE BARK MULCH
4. SEE PLANTING SCHEDULE



SCALE: 1" = 30'

REFERENCE NUMBER:
 APPLICANT NAME:
 WASHINGTON DEPT. of FISH & WILDLIFE
 PROPOSED PROJECT:
 FISHING PLATFORMS
 LOCATION: ROSES LAKE
 SHEET 9 OF 9 DATE: 02/25/2021

ATTACHMENT 2: INADVERTENT DISCOVERY PLAN

Inadvertent Discovery Plan (IDP)

**WASHINGTON STATE DEPARTMENT OF FISH & WILDLIFE
INADVERTENT DISCOVERY PLAN FOR CULTURAL RESOURCES
FOR ROSES LAKE ACCESS DEVELOPMENT PROJECT
IN CHELAN 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 original 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.

CONTACTS

WASHINGTON STATE DEPARTMENT OF FISH & WILDLIFE

Department Archaeologist

Adam Rorabaugh, WDFW CAMP Archaeologist	360-789-3290
Pam Trautman, WDFW CAMP Archaeologist	360-902-8300

Project Manager and Alternative Contact

<u>John Hansen</u> , WDFW Project Manager	360-902-8386
<u>Adam Rorabaugh</u> , WDFW Cultural Resource Coord.	360-789-3290

<u>Confederated Tribes of the Colville Reservation</u>	509-634-2695
Guy Moura, THPO,	509-634-2876
Karen Capuder, CCT Archaeologist	

WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION

Allyson Brooks, State Historic Preservation Officer	360-586-3066
Stephenie Kramer, Assistant State Archaeologist	360-586-3083
Guy Tasa, State Physical Anthropologist	360-586-3534

CHELAN COUNTY

Chelan County Sheriff's Office	509-667-6851
Chelan County Coroner	509-667-6431

**SECTION 02000
GENERAL SITE WORK PROVISIONS**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

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

1.02 RELATED WORK

Provisions of the General Conditions, Supplemental Conditions, and Division 1 of the Contract are by this reference a part of this division and shall govern work under this division where applicable.

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 of Testing and Materials)

OSHA Occupational Safety and Health Administration Construction Standards

RCW Revised Code of Washington

IBC International Building Code

WAC Washington Administrative Code

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

1.04 SUBMITTALS

Submit shop drawings for all items in all sections of Division 2 in accordance with the General Conditions.

A. Product Data: Submit 1 copy of manufacturer's data for all items in Division 2, indicating shapes, sizes, grade, and physical and structural properties.

B. Shop Drawings: Submit 1 copy of shop drawings including complete plan and profiles, size, details, and schedules for fabrication and assembly. Include material identification, details of cuts, connections, fastener types and material, fastener locations, and other pertinent data.

DIVISION 2 - SITE WORK

- C. Include erection drawings, elevations, and details. The Contractor shall verify field dimensions for all prefabricated items and provide drawings for the Owner's review and acceptance prior to installation.

1.05 SHIPPING, 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. Contractor shall be responsible for all costs associated with replacement of all rejected items.
- B. Stockpile or store in areas protected from contamination and physical damage.
- C. Storage and handling of all items to be incorporated into the project shall be such that items are not damaged. Damaged items shall be subject to rejection, and costs associated with replacement shall be the Contractor's responsibility.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 02000

**SECTION 02010
SUBSURFACE INVESTIGATION**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section summarizes available soil investigations and, at Contractor's option, additional subsurface investigation.

1.02 PREVIOUS SOILS INVESTIGATIONS

No information available.

1.03 ADDITIONAL SOILS INVESTIGATION

A. The Contractor may conduct his/her own independent subsurface investigation at the Contractor's expense following the award of the Contract. Prior to any onsite soil investigation work, the Contractor shall provide the Owner with the following:

1. Proposed test locations.
2. Work schedule.
3. Proposed backfill placement techniques and levels of compaction equipment to be used.

B. No onsite work shall be performed prior to receiving written approval from the Owner.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 02010

**SECTION 02100
SITE PREPARATION****PART 1 - GENERAL**

1.01 DESCRIPTION OF WORK

The work of this section consists of clearing, grubbing, stripping, and storage of topsoil and protection of vegetation to remain, including other related work.

1.02 JOB CONDITIONS

Bidders shall examine the work site to determine the character of materials to be encountered, trees to be removed or protected, and nature of the work in general. All required excavation is unclassified.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.01 SITE CLEARING

- A. Clearing: Clear all trees, stumps, brush, roots, rubbish and other objectionable matter within clearing limits shown on the Drawings, staked in the field, or as directed by the Owner. Do not disturb any vegetation or roots thereof designated to remain more than absolutely necessary to assure completion of new construction.
- B. Grubbing: Remove all stumps and roots within clearing limits to a depth of at least 12 inches below natural ground.
- C. Stripping: Remove all humus, vegetation, existing roadway aggregate or other objectionable material encountered within the top 6 inches of soil in areas of project construction, areas to be excavated, and areas where embankment or excess earth will be placed. Upon removal of objectionable material, the top 6 inches of soil shall be stripped and stockpiled as topsoil at a site designed by the Owner. This material is to be stockpiled separately and not mixed with any other material.

3.02 PROTECTION

Trees, shrubs, roots, and other landscape features designated on Drawings or in the field for preservation, or those located outside of the construction limits shall be carefully protected from marring or damage during construction operations. Continual parking and/or servicing of equipment within areas designated for preservation will not be permitted. Trees and shrubs designated for preservation and pruning shall be trimmed as directed. At no time shall excavation be within the drip line of trees designated to remain.

3.03 DISPOSAL

All debris resulting from clearing and grubbing shall be removed from the project site and disposed of properly. Prior to disposal, the Contractor shall provide the Owner with the locations of all disposal sites to be used.

END OF SECTION 02100

**SECTION 02220
EXCAVATION, BACKFILL, AND COMPACTION**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section consists of excavation, filling, compaction, grading, trenching, bedding and backfilling, placement of excess earth, and fill material.

1.02 RELATED SECTIONS

- A. Complete all topsoil stripping and clearing and grubbing in accordance with Section 02100 prior to any excavation, embankment construction, or placement of excess earth.
- B. Keep excavations and trenches free from water during construction.
- C. Temporary sediment and erosion control measures shall be provided and maintained as specified in Section 02270.

1.03 REFERENCES

Not Used.

1.04 SUBMITTALS

Submit the following information in accordance with Section 02000. Gradation analysis and certified test results for all imported fill material and onsite material to be incorporated into the work.

1.05 JOB SITE CONDITIONS

- A. Earthwork operations shall not be performed if the weather conditions, in the opinion of the Owner, are inappropriate. Work in muddy or frozen ground will not be allowed.
- B. Maintain proper drainage at all times.
- C. Stockpiles:
 - 1. All stockpile locations shall be approved by the Owner and shall be located so as not to interfere with other work or disturb adjoining property owners.
 - 2. Stockpiles shall not exceed 10-feet in height.
- D. Contractor shall maintain stormwater and erosion controls at all times.
- E. Delivery, Storage, and Handling of Geofam
 - 1. Geofam shall be delivered labeled with material type.
 - 2. Geofam shall be stored above ground. Protected from moisture and sunlight prior to installation.

3. Geofoam shall not be exposed to open flame or other ignition sources.

1.06 SAFETY AND PROTECTION

- A. Contractor shall barricade open excavations occurring as part of this work and post warning lights. Operate warning lights during hours from dusk to dawn each day and as otherwise required by applicable safety regulations.
- B. Contractor shall protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining washout, and other hazards created by all earthwork related operations.
- C. Contractor shall be responsible for contacting utility companies to locate service lines prior to any excavation.
- D. Contractor shall proceed with caution in the excavation so that damage to underground structures, both known and unknown, may be avoided.
- E. Contractor shall take extreme precautions for the protection of utility lines and other subsurface improvements. Any improvements damaged by construction operations shall be repaired at the Contractor's expense in compliance with the requirements of the utility owner and to the Owner's satisfaction.
- F. Trenches and excavations shall be sheeted, shored, and braced where required in a manner consistent with established safe practices and in accordance with all applicable safety regulations.
- G. Contractor shall comply with Chapter 49.17 RCW, the Washington State Industrial Safety and Health Act, if trench excavation exceeds 4 feet in depth. Contractor shall also include cost of required safety systems in all bid schedules and shall list as a separate Bid Item on the Bid Proposal Form.
- H. Contractor shall provide all materials, equipment, and labor necessary to provide support to manholes, footings, and foundation walls during excavation and backfilling at all locations.

PART 2 - PRODUCTS

2.01 EXCAVATION MATERIALS

- A. Common Excavation includes all material other than rock as described below required for the construction of this project. It includes, but is not restricted to earth, gravel, hardpan, cemented gravel, soft or disintegrated rock, and boulders or detached pieces of solid rock not exceeding 1 cubic yard in volume.
- B. Rock excavation consists of rock boulders greater than 1 cubic yard in volume and bedrock. Rock excavation shall be approved by the Owner and will be considered a change in the work.
- C. For the purpose of this bid, all excavated material shall be assumed to meet the specifications for common borrow.
- D. Excavated materials may be used for fill and backfill applications required for construction of this project; provided the material meets the specifications for the intended use and has been properly protected from water conditions that would render it undesirable.

2.02 FILL MATERIALS

- A. Common Borrow: Common borrow shall be defined as fill required to raise existing grade or backfill excavations beyond 5 feet of a structure or as trench backfill above pipes or conduits. Common borrow shall be material from common excavation or from a borrow site which is free of deleterious materials. Deleterious material includes wood, organic waste, or any other objectionable material greater than 3% by weight.
- B. Sand shall be clean and uniformly graded and meet the gradation of WSDOT 9-03.1(2)B, Class 1.
- C. Ballast Rock: Rock shall be hard, sound, and durable with at least one (1) face fractured. Rock shall be free of frozen material, debris, and organics, and meet the gradation of WSDOT 9-03.9(1).
- D. Crushed Surfacing Base Course (CSBC) and Top Course (CSTC) shall be manufactured from ledge rock, talus or gravel, uniform in quality, substantially free of wood and other extraneous material, meeting the requirements of WSDOT 9-03.9(3).
- E. Trench Backfill shall meet the requirements of WSDOT 9-03.10 with 100% of material passing through a 2 1/2 inch screen.
- F. Structural Fill shall meet the following requirements for Gravel Backfill:

TABLE 02220 - 2.02F	
Sieve Designation	Percent Passing by Weight
2 Inches	100
1/2 Inch	60-80
No. 4	30 Maximum
No. 200	0-5
Sand Equivalent	45 Minimum

- 1. Foundations: WSDOT 9:03.12(1) A or B
- 2. Walls: WSDOT 9-03-12(2)
- G. Pipe Bedding: Clean sand/gravel mixture free from wood waste or other extraneous materials and conforming to the gradation of WSDOT 9-03.12(3) when tested in accordance with ASTM C136.
- H. Drain Rock: Shall be washed and have the gradation of WSDOT 9-03.12(4).
- I. Gravel Borrow: Selected granular material, free-draining mineral soil, free from organic matter, frozen or lumpy material, meeting the requirements of WSDOT 9-03.14(1).
- J. Quarry spalls: Shall meet the gradation of WSDOT 9-13.1(5).

PART 3 - EXECUTION

3.01 EXCAVATION

- A. Excavation consists of the removal of material required to establish the proposed subgrade surface elevations. Excavations shall be conducted in such a manner as to avoid disturbance to all materials located outside the limits of the work area, unless specifically identified by the Owner as an acceptable borrow source. Methods of excavation will be the Contractor's option, but Contractor shall exercise care when approaching final grade. If final grade is disturbed, it shall be replaced with suitable materials and compacted at Contractor's expense.
- B. Large rocks, which size qualifies them as common excavation, encountered during excavation or trenching may be partially removed as required to reach subgrade elevations. With Owner's approval, Contractor has the option to remove these rocks by excavation and subsequent backfilling the overexcavated portions. No extras will be paid for such overexcavations.
- C. Protect bottoms of all excavations from freestanding water and frost. Protect excavations from caving, flooding, or other source of damages. Damage to excavation shall be repaired at the Contractor's expense.
- D. Any excess excavation performed by the Contractor for his convenience shall be at the expense of the Contractor.
- E. All disposal of excavated materials shall be at a permitted offsite location. Prior to disposal, Contractor shall provide the Owner with a letter authorizing disposal at selected locations.
- F. Excavated materials of any nature in excess of quantities needed for fill or backfill for construction of this project shall be disposed of. This disposal will not be considered a change in work, and no extra payment will be made.
- G. Excavated materials determined by the Owner to be unsuitable for use as common borrow shall be disposed of. This disposal shall be considered a change in work. Extra payment will be determined per the change clause in the General Conditions. However, the disposal quantity considered for extra payment will be limited to the amount of common borrow imported to replace the unsuitable material.
- H. Any excavation and replacement of unsuitable materials below final grade will be as directed by the Owner. "Unsuitable material" is any type of soil (particularly clays and silts) or organic materials that will not compact to specified compaction percentage or does not meet the specification for its intended use.

3.02 ROCK REMOVAL

- A. Large rocks greater than 1 cubic yard encountered within the excavation limits may be partially or entirely removed; however, the subsequent backfill for such overexcavation shall be done at the Contractor's expense.
- B. No blasting will be allowed on this project.

3.03 BACKFILL AND COMPACTION

- A. No backfill materials shall be placed until the foundation has been suitably dewatered and prepared as specified herein.

DIVISION 2 - SITE WORK

- B. When backfilling, extra care must be taken so that no damage will occur to foundations or related structures. Where backfill is to be placed against both sides of concrete walls, the backfill shall be brought up evenly on both sides of the wall.

Where backfill is to be placed against one side of concrete walls, backfill shall not be placed until the concrete has developed sufficient strength to resist the loading imposed by the backfill. Any abutting concrete walls or beams shall also have attained sufficient strength. In any case, the backfill placement shall not begin until 72 hours after concrete placement and shall not exceed the following schedule (unless high-early strength concrete has been approved for use):

Age of Concrete	Backfill Depth
72 hours	1/2 Wall Height
7 Days	2/3 Wall Height
28 Days	Full Wall Height

- C. Each lift of fill material shall be spread uniformly in horizontal layers and compacted in accordance with the following table:

TABLE 02220 - 3.03C			
Type of Material	Max. Loose Lift Placed (inches)	Percent Compaction*	Application
Common borrow	24	90	General fill**
Sand	6	95	Pipe and conduit bedding, fill under structures
Ballast rock	8	90	Fill under other materials, where noted
Crushed surfacing base course	<u>Total Depth</u> 2	95	Subgrade for crushed rock or asphalt pavement surface/finished crushed rock surface such as parking lots, driving areas
Trench backfill	6	90	Fill above pipe bedding
Structural fill	6	95	Fill under structures and wall backfill***
Structural fill	12	90	Fill around structures**
Pipe bedding	6	95	Pipe and conduit bedding
Drain rock	6	95	Backfill in drain trenches
Gravel borrow	12	90	Select Fill****
Quarry spalls	12	90	Rock lining for outfall channel

* Percent compaction at maximum dry density as determined in accordance with ASTM D1557.

** All fill and backfill not under structures and beyond 5-foot concrete slabs, walls, and footings.

*** All fill and backfill under concrete slabs and footings (interior and exterior) and all fill and backfill within 5 feet of concrete slabs, walls and footings.

**** All fill under roadways and trench backfill under paving.

- D. Compaction shall be accomplished with power-operated tampers, rollers, idlers, or vibratory equipment. Water jetting for compaction purposes will not be permitted.
- E. Any application of water or any working of fill material required to bring it within acceptable moisture content and density limits during compaction operations shall be done at the Contractor's expense.

DIVISION 2 - SITE WORK

- F. Backfill materials shall not be placed, spread, or compacted at an unsuitably high moisture content during adverse weather conditions. When work is interrupted by heavy rain, backfill operations shall not be resumed until field tests indicate the moisture content density of the backfill areas are within specified limits.

3.04 TRENCH EXCAVATION

- A. Except with specific approval of Owner, no more than 200 feet of open trench shall be excavated in advance of laying pipe. All operations shall be carried out in an orderly fashion.
- B. Width of trenches for pipes shall not be less than outside pipe diameter plus 16 inches, nor greater than outside pipe diameter plus 36 inches of the pipe installed unless otherwise shown on the Drawings.
- C. Side walls of the trench shall be vertical from the trench bottom to at least the height of the top of the pipe.
- D. Where soil encountered in the bottom of the trench is unstable or unsuitable as a base, such soil shall be removed to a depth specified by the Owner and replaced with compacted common borrow or other material as directed by the Owner. This overexcavation and replacement shall only be done as directed by the Owner and will be paid for as an extra.
- E. Bottom of trench shall be carried to the lines and grades shown on the Drawings with proper allowance for thickness and type of pipe bedding specified.
- F. Excavation below designated lines shall be filled at the Contractor's expense. Excess excavation below pipes shall be replaced with gravel borrow or as directed by the Owner.
- G. Excavated material shall be placed a sufficient distance from the trench walls to avoid sliding of materials into the trench.
- H. The Contractor shall not excavate across any existing roads without notifying the Owner at least 48 hours in advance.

3.05 PIPE BEDDING PLACEMENT

- A. After bottom of trench has been excavated to proper depth and grade and brought to a reasonably flat surface and dewatered, bedding material shall be placed as shown on the Drawings.
- B. Pipe bedding shall be placed in trench without causing any excavated material to slide into trench or any cave in of trench walls. Pipe bedding shall be placed and compacted into a 6-inch minimum depth and shall provide a continuous, uniform bedding for the full length of the pipe.
- C. Utility lines and flexible pipe, such as PVC, shall be backfilled to 6 inches above the top of pipe or line using bedding material only. Rigid pipe, such as steel, may be backfilled using gravel material as specified.
- D. Any pipe bedding material required due to unauthorized overexcavation or made unsuitable due to mixture with trench side material or excavated material shall be removed and replaced at the Contractor's expense.

3.06 TRENCH BACKFILL.

- A. Trenches at pipe joints shall not be backfilled until pipeline has been tested.
- B. Remove screeds, shoring, wood forms, debris, and other decomposable matter from areas to be filled.
- C. Initial Backfill: Place backfill by hand in a maximum of 6-inch lifts using bedding material to the level shown on the Drawings. Backfill shall contact entire periphery of pipe.
- D. Place and compact each subsequent lift so that pipe is not displaced. Misalignment of pipe or other damage shall be repaired at the Contractor's expense. Material shall be carried up evenly on both sides of pipe. Compact in accordance with Table 02220 - 3.03C.
- E. Excess trench material shall be left neatly mounded over trenches (except in roadways or parking areas) so that a depression is not formed if backfill settles. Maximum mounding shall be 3 inches. Any depression formed by settlement within 1 year from final acceptance shall be filled at the Contractor's expense.

3.07 ROAD AND PARKING FILL

- A. Base course and top course shall each be placed in two (2) lifts on top of a prepared and compacted subgrade.
- B. Contractor shall provide the water and equipment necessary for adequately distributing moisture on the material. Apply water lightly and frequently to avoid having free water running out of the material and building up on the subgrade.
- C. No materials shall be placed when snow is falling or blowing or when the weather is such that, in the Owner's opinion, satisfactory results cannot be obtained.

3.08 FIELD QUALITY CONTROL

- A. Field observation and testing shall be performed by the Contractor as required to control his work.
- B. Density and moisture-content testing of embankment fill and excess earth placements will be performed by the Owner's testing lab in accordance with ASTM D2922 and ASTM D3017, respectively.
- C. Fill Around Structures: The variation above or below the testing edge of a 10 foot straightedge between any two (2) contacts with the finished surface shall not exceed 1/10 foot.
- D. Any area which has been tested and shown as not meeting the requirements of these Specifications shall be reworked and retested at the Contractor's expense until it complies.

END OF SECTION 02220

**SECTION 02270
SLOPE PROTECTION AND EROSION CONTROL**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section specifies riprap, sediment control, silt fences, and slope protection as required for completion of this project.

1.02 REFERENCES

ASSHTO T-85 Standard method of test for specific gravity and absorption of coarse aggregate.

WSDOT Standard specification for road, bridge, and municipal construction.

PART 2 - PRODUCTS

2.01 RIPRAP

- A. All rock shall be sound, free of cracks, seams, and objectionable quantities of dirt, sand, clay, frozen material, debris, and organics.
- B. Specific gravity of rock shall be not less than 2.55 and absorption not more than 3 percent when tested in accordance with AASHTO T-85.
- C. Light, loose riprap shall meet the grading requirements of WSDOT 9-13.1(3).
- D. Rock shall be angular to sub-angular and meet the gradation of WSDOT 9-13-4(2), Class A.
- E. Source of materials for backfill and riprap shall be the responsibility of the Contractor, subject to approval of the Owner.
- F. Measurement of riprap shall be by trip tickets supplied to the Owner using a factor of 1.33 tons per cubic yard.

2.02 RECLAIMED ARMOR STONE

Reclaimed armor stone shall be rock material removed during excavation, and conforming to the requirements for Riprap, Article 2.01 of this Section.

2.03 SILT FENCE

Material shall meet the requirements WSDOT 9-33.2(1), Table 6.

2.04 POSTS

Silt fence support posts shall be steel or wood of sufficient length to support the fence without sagging, bending, or otherwise collapsing.

2.05 SUPPORT WIRE

Support filter fabric where shown on the Drawings or required for strength with 14 gauge woven wire mesh field fencing.

2.06 STRAW WATTLES

Straw wattles shall consist of straw wrapped in biodegradable tubular plastic or similar encasing material. Wattles shall be 8 to 10 inches in diameter.

PART 3 - EXECUTION

3.01 RIPRAP

- A. The limiting dimensions and slopes as shown on the Drawings shall be subject to such reasonable variations as may be necessary in placing the rock; however, rock shall be placed at least to the limits and cross sections shown.
- B. Each rock shall rest securely upon the underlying material and shall be in close contact with adjacent rock to produce a reasonably well-graded mass with a minimum practical percentage of voids.
- C. Riprap shall be placed to full depth in one operation and in a manner that will avoid displacement of underlying material. Placing riprap in layers will not be permitted.
- D. Larger stones shall be well distributed, and the entire mass of stones shall be roughly graded to conform to gradation specified herein. Finished riprap shall be free of objectionable pockets of small stones and clusters of large stones. Hand placing may be necessary, but only to the extent required to obtain the results specified above. The desired distribution of the various sizes of stones throughout the mass may be obtained by selective loading at the quarry, by controlled placing of successive loads during placing, or by a combination of these. Methods causing segregation of the various sizes will not be permitted.
- E. A tolerance of plus 6 inches and minus 1.0 inches from the thickness shown on the Drawings shall be allowed in the finished surface, except the maximum tolerance shall not be continuous over an area greater than 200 square feet.

3.02 TEMPORARY SILT FENCES

- A. The Contractor shall be fully responsible to install and maintain temporary silt fences at the locations and manner shown on the Drawings.
- B. The silt fence shall prevent soil carried by runoff water from going beneath, through, or over the top of the silt fence, but shall allow the water without soil to pass through the fence.
- C. The minimum height of the top of the silt fence shall be 30 inches above the original ground surface, and fence shall follow the contours of the ground.
- D. Damaged and otherwise improperly functioning portions of silt fences shall be repaired or replaced to the Owner's satisfaction at the Contractor's expense.

DIVISION 2 - SITE WORK

- E. Sediment deposits shall either be removed when the deposit reaches approximately half the height of the silt fence, or a second silt fence shall be installed as determined by the Owner.
- F. At the completion of all earthwork, remove only those silt fences that are no longer necessary to control sediment. Review with Owner prior to removing silt fences. Remove and properly dispose of all accumulated deposits, silt fence, and associated components.
- G. Attach support wire and filter fabric with staples or wire rings.

END OF SECTION 02270

**SECTION 02360
DRIVEN PILES**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section specifies driven piles.

1.02 REFERENCES

See Section 02000 – General Site Work Provisions.

1.03 DELIVERY AND STORAGE

- A. Steel sheet piling shall be marked with the heat number, size of section, length, and mill identification marks on each piece. Either the manufacturer's name, brand, or trademark (mill identification marks) shall be shown in raised letters at intervals along the length.
- B. Piling shall be stored in a neat, orderly arrangement in a manner that will prevent physical damage to the product and to allow access for other work.

PART 2 - PRODUCTS

2.01 SHEET PILING

Not Used

2.02 STEEL H-PILING

Not Used.

2.03 TIMBER PILING

Not Used.

2.04 CONCRETE PILING

Not Used.

2.05 STEEL PIPE PILING

Steel pipe for piling shall be Schedule 80 extra heavy pipe conforming to ASTM A 252, Grade 3 with 50 KSI minimum yield strength. Nominal outside diameter shall be 8 inches. Wall thickness shall be 0.50 inches.

Piling Caps - Piles shall be capped with steel rounded dome or cone shaped caps welded in place or Engineer approved equal.

PART 3 - EXECUTION

3.01 PLACING

Piles shall be carefully located as shown on the Drawings to match the boarding float pile guides and driven in a plumb position. Dimension to the abutment and from the boat ramp shall be as shown on the Drawings and field verified prior to driving. The ramp edge of the abutment shall coincide with the edge of the float. Contractor shall deliver and place float in water. Contractor may orient and secure the float in place and drive piling through the pile hoops.

3.02 DRIVING

A. Piles shall be driven in such a manner as to not subject the piles to serious injury. Pile hammers shall be of approved sizes and types and be maintained in proper alignment during driving operations by use of suitable leads or by guides attached to the hammer. A protecting cap of approved design shall be employed in driving, when required, to prevent damage to tops of piles.

Mark each pile in 1 foot increments starting at tip. Use enlarged numerals to indicate length in 5 foot increments. Remove markings completely from pile after driving and prior to final acceptance by Owner. Markings obliterated or made unreadable during slinging and handling shall be re-marked prior to driving. Orient piling in leads, so markings are visible for monitoring by Owner's Representatives during pile installation.

B. Piles shall not be driven within 50 feet of concrete that is less than 3 days old.

C. Drop, steam, or air-driven or vibratory hammers for driving sheet piling shall develop sufficient energy to efficiently drive designated piling to desired top elevations as indicated on the Drawings. Contractor shall submit for Engineer's approval specification of proposed hammer.

Contractor shall select driving hammer. Hammer shall have published characteristics from which driving data may be obtained, be able to deliver its rated energy range to pile, have adjustable energy levels to accommodate different driving requirements, and have a calibrated gage that accurately measures actual energy imposed on pile. Size hammer to install pile required embedment depth without damage. Should it be necessary, in the Owner's opinion, to deliver energy magnitude less than rated hammer range, Contractor shall be prepared to reduce energy level.

If the equipment used cannot perform the driving specified, the Engineer reserves the right to require other equipment, more suitable for the work at no extra expense to the Owner. Costs for remobilizing, removing, or replacing equipment as required for Contractor's operations shall be incidental to the unit price for installation for piling at no extra expense to the Owner.

D. If impact hammer is used, steel piling driving, impact hammers selected by Contractor may be used to install piling. Pile-driving hammers shall be capable of driving piling to minimum tip elevations as indicated on Drawings. Hammer shall be equipped with suitable "driving head", "driving cap", or "helmet" fabricated and forged or cast steel, or approved alternate material, shaped to fit particular pile being driven and designed for particular hammer being used.

E. Use a driving helmet of right size for hammer to distribute blow and protect top of steel piling from driving damage. Driving head shall be positioned symmetrically below hammer's striking part, so impact forces are applied concentric to pile top. Pile helmet cushions and proper size

and material shall be used during driving. Provide energy absorbing material to reduce noise from pile driving operation.

- F. Energy and resultant stresses imposed on each pile during driving shall not be of a magnitude that causes pile damage during installation. Owner's Representative may perform underwater inspections of installed piling to determine whether damage has occurred. Should damage be found in installed pile that pile shall be repaired or replaced, at Owner's option, at no additional cost to the Owner.
- G. All piles shall be driven to a firm seat, refusal, or to depths shown on Drawings and shall extend to elevations indicated for the tips of piles.
- H. Refusal shall be defined as that location when piling is driven a minimum of 1 foot at the penetration rate of 20 or more blows per inch with the same hammer used for driving. A 3,000 pound drop Hammer producing 15,000 ft lbs. has been considered the model in development of pile-driving specifications and design for this job. The Contractor shall obtain Engineer approval for use of any hammer having appreciably different energy output.
- I. Should boulders or other obstructions render it impractical to drive a pile to the specified penetration, Contractor shall bring such conditions to the attention of the Engineer who may make changes in design or alignment of the pile structure as may be necessary to ensure adequacy and stability of the structure. Piles driven out of interlock with adjacent piles or otherwise injured shall be removed and replaced by new piles at Contractor's expense.
- J. Any damage caused to the float and the float pile hoops shall be the responsibility of the Contractor.
- K. Pile Installation Acceptance Criteria: The Owner may reject the pile if any of the following condition exists:
 - 1. Pile damage in handling or driving, as determined by the Engineer.
 - 2. Deviation in the driven location of a pile and/or deviation from vertical, as determined by the Engineer.
 - 3. Not achieving minimum penetration as specified.

Rejected pile(s) shall be removed and replaced with a new pile(s) furnished and driven in its place or repaired at the discretion of the Engineer. All cost incurred in replacement or repair of damage or misaligned piles shall be at the expense of the Contractor.
- L. Driving Record: Maintain a detailed record of pile driving operations from time pile is picked up until it is driven completely. Keep a complete and current record of each pile driven. Include rate of installation (measured in feet per minute) for piling installed with a vibratory hammer if such a method is used. Record of piling shall include number of blows required for each foot or less of penetration along entire embedment of pile, including type, speed, energy rating, and fuel setting of hammer. Include sound measurements taken during impact pile during impact pile driving operations. Use standard pile driving log approved by Owner's Representative and Owner standard pile logging specifications.

3.03 CUTTING AND SPLICING

Piles driven to elevations shown and extending above grade in excess of specified tolerance shall be cut off to required grade. Piles driven below grade and piles with damaged heads that have been cut off to permit further driving that are then too short to reach final grade shall be extended to required grade by welding an additional length when directed, without additional cost to the Owner. Contractor shall trim tops of piles excessively battered during driving when directed to do so at no cost to the Owner. Cutoffs shall become the property of the Contractor and shall be removed from the project site. The Contractor may cut holes in the piles for bolts, rods, drains, or utilities at locations and of sizes shown on the Drawings or as directed. All cutting shall be done in a neat and workman-like manner. Bolt holes shall be drilled or may be burned and reamed in place by approved methods that will not injure remaining metal. Holes, other than bolt holes, shall be reasonably smooth and of proper size for rods or other items to be inserted. Should splicing of piles be necessary, the splice shall be made by an approved, full penetration continuous butt weld.

3.04 PULLING AND REDRIVING

The Contractor may be required to pull certain selected piles after driving for test and inspection to determine the condition of the piles. Any pile so pulled and found to be damaged to such extent as would impair its usefulness in the structure shall be removed from the work, and the Contractor shall furnish and drive a new pile to replace the damaged pile. Piles pulled and found to be in a satisfactory condition shall be re-driven at the Contractor's expense. Piles requiring removal shall be pulled by extractors of suitable size and type and by approved methods.

END OF SECTION 02360

**SECTION 02620
BEAM GUARDRAIL**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section specifies requirements for W-beam guardrail as show on the Drawings.

1.02 REFERENCES

See Section 2000 – General Site Work Provisions.

1.03 SUBMITTALS

The Contractor shall submit to the Owner information regarding each material proposed for use. Submittals shall be in accordance with Section 2000 – General Site Work Provisions.

PART 2 - PRODUCTS

2.01 BEAM GUARDRAIL

W-beam, posts, cable, hardware and galvanizing shall conform to WSDOT 9-16.3.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. 48 hours before installation, Contractor and guardrail subcontractor (if any) shall meet with the Owner or his representative to lay out guardrail location.
- B. Installation shall be per WSDOT 8-11 and WSDOT Standard Plan C-1 (type 1) and the Drawings. Posts shall be spaced at 6-foot 3-inches on center. Beam guardrail shall have one Type 5 anchor at each end conforming to WSDOT Standard Plan C-6d.

END OF SECTION 02620

**SECTION 03000
GENERAL CONCRETE PROVISIONS**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section specifies general requirements for all sections of Division 3 - Concrete.

1.02 RELATED WORK

Provisions of the General Conditions, Supplemental Conditions, and Division 1 of the Contract are by this reference a part of this division and shall govern work under this division where applicable.

1.03 REFERENCES

References listed in DIVISION 3 are from the following organizations' latest editions of their publications and reference standards (unless indicated otherwise):

AASHTO American Association of State Highway and Transportation Officials (Standard Specifications for Highway Bridges, 17th Edition)

ACI American Concrete Institute (ACI 318-02-318-02)

APA American Plywood Association

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

AWS American Welding Society

CRSI Concrete Reinforcing Steel Institute

IBC International Building Code, Latest Washington State Approved Edition

WSDOT Washington State Department of Transportation (Standard Specification for Road, Bridge, and Municipal Construction)

1.04 SUBMITTALS

Submit shop drawings in all sections of Division 3 in accordance with the General Conditions.

A. Product Data: Submit manufacturer's data for all items in Division 3 indicating shapes, sizes, and chemical, physical, and structural properties.

B. Shop Drawings: Submit shop drawings including complete plan and profiles, size, details, spacings, splicing details, supporting and spacing devices, schedules for fabrication, and assembly of members, and other pertinent data. Indicate welds by AWS symbols and show size, length, and type of weld. Identify details by reference to sheet and detail number on the Drawings.

1.05 QUALITY ASSURANCE

All installation and product use shall be in accordance with the manufacturer's written instructions.

PART 2 - PRODUCTS

2.01 MATERIALS

See other sections of Division 3.

2.02 GROUT

A. Nonshrink grout shall consist of a hydraulic cementitious system conforming to ASTM C 1107 (Grade C), specially graded and composed of processed natural fine aggregate and additives as required. The material shall meet all of the following requirements:

1. 28 day compressive strength: $f'_c = 7500$ psi.
2. Nonmetallic.
3. Free of gas-producing or releasing agents.
4. Free of oxidizing catalysts.
5. Free of inorganic accelerators, including chlorides.
6. SikaGrout 212, or approved equal.

B. Epoxy grout for embedding rebar, brick ties, and bolts shall be a 2-component mixture conforming to IBC seismic requirements, Hilti HIT-RE 500-SD or Owner approved equal. Application of all epoxy grout shall be in accordance with the manufacturer's specifications or instructions.

C. General-purpose grout for grout fills shall consist of 1 part Portland cement, 1 part fine aggregate, and 2 parts coarse aggregate by volume. The aggregate in the nominal mix may be varied slightly to give the most workable mix, but in no case shall the volume of the coarse material be less than 1 1/2 times the volume of the fine. No more than 5 gallons of mixing water, including moisture in the aggregate, shall be used for each sack of Portland cement. The consistency shall be the driest consistency possible.

D. Grout used for anchoring reinforcing bars into rock shall be cementitious with Sika Intraplast-N grouting aid as an expansion/fluidifying water-reducing admixture, or Owner approved equal. The grout mix design shall be in accordance with the admixture manufacturer's recommendations for the intended use. Contractor shall submit mix design for Owner's approval.

PART 3 - EXECUTION

3.01 See other sections of Division 3.

END OF SECTION 03000

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**SECTION 03100
CONCRETE FORMWORK**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section specifies formwork for cast-in-place concrete, with shoring, bracing, and anchorage. Also included are openings, form accessories, and stripping of forms.

1.02 SYSTEM DESCRIPTION

Design, Owner, and construct formwork, shoring, and bracing to meet design and code requirements so that resultant concrete conforms to required shapes, lines, and dimensions.

1.03 QUALITY ASSURANCE

Construct and erect concrete formwork in accordance with ACI 301 and 347.

1.04 REGULATORY REQUIREMENTS

Conform to the IBC.

PART 2 - PRODUCTS

2.01 FORM MATERIALS

- A. All materials shall conform to *ACI 301*.
- B. Fillets for chamfered corners shall be of wood strips or rigid plastic in maximum lengths.
- C. Forms for all concrete exposed to view shall be APA PS-1 B-B Plyform Class I Exterior or as approved by the Owner.

2.02 FORM DESIGN

- A. As a minimum, all forms shall be 3/4 inch plyform with all edges supported, except for special locations as approved by the Owner.
- B. As a minimum, forms shall have double 2 inch by 4 inch walers at 24 inches o.c. and a maximum snap tie spacing of 24 inches o.c., or single wale camlock-style forms where approved by the Owner. For exposed surfaces, deflection of plywood, studs, or walers shall be limited to L/400 of the span (or L/360 of the span for unexposed surfaces).
- C. For narrow walls, etc. where the bottom of the form is inaccessible, lower form boards shall be left loose so that they may be removed for cleaning out extraneous material immediately before placing the concrete.

- D. The Contractor shall be responsible for ensuring the adequacy of all formwork to produce in the finished structure the lines, grades, and tolerances indicated on the Contract Drawings.

2.03 FORMWORK ACCESSORIES

- A. Form-Release Agent: Nontoxic, colorless material compatible with concrete tints, non-residual, and which will not stain concrete, absorb moisture, or impair subsequent applications. L&M Construction Chemicals "Debond" or approved equal. Form-release agents for concrete in contact with process water shall be certified by the U.S. Department of Agriculture. The agent shall have VOC loss of 350 grams/liter or less.
- B. Form Ties: Bolts and rods may be used for internal ties.
 - 1. Form ties for water-holding structures and on walls exposed to weather or earth shall have conical or spherical-type inserts and be so constructed that when the forms are removed, no metal shall be within 5/8 inch of any surface. Plastic or rubber inserts shall be used with flat bar ties for panel forms, be a minimum of 1 inch in depth, and of sufficient dimensions to permit proper grouting of the tie hole. All form ties shall provide adequate and positive spacing of the forms before and during the placing and processing of the concrete. Wire form ties will not be allowed.
 - 2. For non-water holding structures, form ties shall be metal, factory fabricated, removable or snap-off, that will leave holes no greater than 1/2 inch to 1 inch in diameter, not less than 1 1/2 inches deep in surfaces to be exposed or painted and shall not project beyond the concrete elsewhere.

PART 3 - EXECUTION

3.01 INSPECTION

Verify lines, levels, and measurements before proceeding with formwork.

3.02 PREPARATION

- A. Hand trim sides and bottoms of earth forms and remove any loose materials prior to placing concrete.
- B. Minimize form joints. Symmetrically align joints and make watertight to prevent leakage of mortar.
- C. Arrange and assemble formwork to permit stripping, so that concrete is not damaged during its removal.
- D. Arrange forms to allow stripping without removal of principal shores, where shores are required to remain in place.

3.03 ERECTION

- A. All forms shall be built mortar tight and of sufficient rigidity to prevent distortion due to pressure of the concrete and other incidental construction loads, including the effects of vibration of concrete.

DIVISION 3 - CONCRETE

- B. The Contractor shall provide bracing to ensure stability of formwork. Strengthen formwork liable to be overstressed by construction loads.
- C. The Contractor shall construct formwork to maintain tolerances in accordance with Section 03300.
- D. Provide 3/4 inch by 3/4 inch chamfer strips at all exposed edges or corners of concrete.

3.04 APPLICATION OF FORM-RELEASE AGENT

- A. The Contractor shall apply form-release agent on formwork in accordance with manufacturer's instructions. Apply prior to placing reinforcing steel, anchoring devices, and embedded items.
- B. Do not apply form-release agent where concrete surfaces are scheduled to receive applied coverings or special finishes which may be affected by agent. Soak contact surfaces of untreated forms with clean water and maintain in wet condition until concrete is placed.

3.05 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. The Contractor shall provide formed openings where required for work embedded in or passing through concrete.
- B. The Contractor shall coordinate work of other Specifications sections in forming and setting openings, slots, recesses, chases, sleeves, plates, bolts, anchors, and other inserts.
- C. The Contractor shall install accessories in accordance with manufacturer's instructions, level and plumb, and ensure items are not disturbed during concrete placement.

3.06 FORM REMOVAL

- A. The Contractor shall not remove forms and shoring until concrete has sufficient strength to support its own weight and construction and design loads which may be imposed upon it. Remove load-supporting forms when concrete has attained 75% of required 28-day compressive strength provided construction is re-shored.
- B. The removal of forms as stipulated herein shall in no case relieve the Contractor of responsibility for the final acceptability or appearance of the work. In general, forms shall remain in place a minimum length of time as follows where average temperature is 40°F or higher:
 1. Columns, wall faces, footings, piers, and abutments where forms do not support the load of concrete: 72 hours (3 days).
 2. Crossbeams, caps, inclined walls, and columns where forms support the load of concrete: 120 hours (5 days).
 3. Side forms of footings may be removed 24 hours after concrete placement if a curing compound is applied immediately.
 4. Forms for walls not yet supporting loads may be removed 48 hours after concrete placement, immediately finished according to Section 03300 and cured as required in Section 03370.

DIVISION 3 - CONCRETE

- C. Where lower temperatures or other conditions warrant, the Owner shall decide, on the basis of post-placement conditions, the exact number of days that shall elapse before form removal.
- D. Remove formwork progressively so no unbalanced loads are imposed on structures.
- E. Any concrete surfaces damaged during form removal shall be repaired in accordance with Section 03300.
- F. All form tie holes shall be patched with a dry-pack cement mortar fill as specified in Section 03300.
- G. Forms shall not be stripped from concrete which has been placed at a temperature under 50°F without first determining if the concrete has properly set, regardless of the time element. If, in the opinion of the Owner, stripping of forms on the basis of the specified schedule results in damage to the concrete, the schedule shall be modified to prevent such damage.

END OF SECTION 03100

**SECTION 03210
REINFORCING STEEL**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section specifies reinforcing steel and accessories for concrete work.

1.02 QUALITY ASSURANCE

Contractor shall perform concrete reinforcement work in accordance with the current ACI 318.

1.03 SHOP DRAWINGS

- A. Contractor shall submit mill test certificates of supplied concrete reinforcing, indicating physical and chemical composition.
- B. Contractor shall indicate on the shop drawings sizes, spacings, locations, and quantities of reinforcing steel, bending and cutting schedules, splicing, stirrup spacing, and supporting and spacing devices.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Uncoated-finish steel reinforcing bars shall consist of Grade 60 (unless noted otherwise) round, deformed bars. Deformed reinforcing bars for concrete reinforcement shall conform to the requirements of ASTM A615. Reinforcing bars requiring welding as shown on the Drawings shall conform to ASTM A706.
- B. Epoxy-coated reinforcing bars, when specified by the Owner, shall be coated in accordance with ASTM A775. Epoxy-coated bar supports, form ties, and nylon, epoxy, or plastic-coated tie wire shall be used when epoxy-coated reinforcing bars are specified.
- C. Reinforcing steel shall be protected at all times from injury, and when placed in the formwork be free from dirt, loose mill scale, rust scale, paint, oil, or any other foreign substance.

2.02 ACCESSORY MATERIALS

- A. General: Chairs, bolsters, bar supports, and spacers shall be sized and shaped for strength and support of reinforcement during installation and placement of concrete. Materials shall be manufactured from standard bright basic wire.
- B. Bar Supports:
 - 1. Girder and slab reinforcement steel shall be supported on mortar blocks not more than 1 1/2 inches square. The blocks shall be constructed of mortar mixed in the same proportions of sand and cement as used in the concrete.

2. Mortar blocks shall have a tie wire embedded, and the protruding ends shall be tied to the reinforcing steel to hold the mortar blocks in place. Mortar blocks with a grooved top may be used for supporting steel in slabs. If metal chair supports are used as steel supports for reinforcing bars, all surfaces of the chair supports not covered by at least 1/2 inch of concrete shall be treated by one of the following methods:
 - a. Hot-dip galvanized after fabrication in accordance with ASTM A153 Class D.
 - b. Plastic coating, provided that the plastic is firmly bonded to the metal, has a minimum thickness of 3/32 inch at point of contact with the form and is not chemically reactive with the concrete. The plastic shall not shatter or crack at temperatures down to -5°F, nor will it deform sufficiently to expose the metal at a temperature of 200°F. Plastic coatings that have shattered, cracked, or deformed enough to expose the metal will be rejected.
 - c. Stainless steel conforming to the requirements of ASTM A493 Type 302.

C. Tie Wire:

1. Ties shall be made with a minimum 16 gauge, annealed-type tie wire.
2. Use epoxy-coated tie wire when using epoxy-coated reinforcement.

2.03 FABRICATION AND BENDING

- A. All bars shall be bent cold. If approved by the Owner, welding shall be performed by certified welders in accordance with AWS D1.4.
- B. Unless otherwise shown on the Drawings, the Contractor shall fabricate reinforcing to provide clearances as listed under Minimum Cover.
- C. Reinforcement partially embedded in concrete shall not be field bent, except as permitted by the Owner, or as shown on the Drawings.

2.04 HOOKS AND BENDS

Hooks and bends of steel reinforcing bars shall be bent to the inside diameters specified in ACI 318, as shown below.

TABLE 03210 - 2.04	
Stirrups and Ties:	
Sizes No. 5 and Smaller	4 Bar Diameters
Sizes No. 6 through No. 8	6 Bar Diameters
Sizes No. 9 through No. 11	8 Bar Diameters
Sizes No. 14 and No. 18	10 Bar Diameters
Other than for Stirrups and Ties:	
Sizes No. 3 through No. 8	6 Bar Diameters
Sizes No. 9 through No. 11	8 Bar Diameters
Sizes No. 14 and No. 18	10 Bar Diameters

2.05

SPLICING

- A. General: All steel bars used for concrete reinforcement shall be furnished in the full lengths where possible. Splices that are permitted or shown on the Drawings shall be well distributed or located at points of low tensile stress. Locate reinforcing lap splices not indicated on the Drawings at points of minimum stress. Indicate location of splices on shop drawings. No splices will be permitted at points where the section is not sufficient to provide a minimum distance of 2 inches between the splice and the nearest adjacent bar or the surface of the concrete. The bars shall be rigidly clamped or wired at all splices. Bars that are lapped for splicing shall be placed in contact for the length of the splice and tied together. Splices shall be staggered where possible.
- B. Seismic: (for regions of low, moderate or high seismic risk) see the Drawings for specific seismic detailing requirements.
- C. Unless otherwise detailed on the Drawings, the minimum splice lengths shall be as follows:

TABLE 03210 - 2.05C				
BAR#	GRADE 60 PLAIN		GRADE 60 EPOXY COATED	
	Concrete Compressive Strength		Concrete Compressive Strength	
	3000 psi	4500 psi	3000 psi	4500 psi
3 & under	2'	2'	2'-3"	2'-3"
4	2'	2'	2'-3"	2'-3"
5	2'-4"	2'-4"	2'-10"	2'-10"
6	3'	2'-9"	3'-7"	3'-4"
7	4'	3'-6"	4'-11"	4'-3"
8	5'-3"	4'-7"	6'-5"	5'-7"
9	6'-8"	5'-9"	8'-1"	7'

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Placing Reinforcing Steel:
 1. Reinforcing steel shall be accurately placed in the positions shown on the Drawings and held securely during the pouring of the concrete. In general, all reinforcement shall be put in proper position and securely wired and blocked before concrete is poured in any section. Stirrups and ties shall always pass around and be securely tied to the main flexural/tension steel members. Girder and slab reinforcing steel shall be supported on mortar blocks or other approved means of support. Tack welding of reinforcing bars shall not be allowed. If approved by the Owner, welding shall be performed by certified welders in accordance with AWS D1.4.
 2. Before placing concrete, clean reinforcement of foreign particles, loose scale, or coatings. The Contractor shall place, support, and secure reinforcement against displacement. Do not deviate from alignment or measurement.

DIVISION 3 - CONCRETE

3. At all openings in structural slabs and walls, provide a minimum of 1 No. 4 bar at each of the top and bottom of slab or faces of wall or slab at 45 degrees on all 4 corners, in addition to a minimum of 1 No. 4 bar on all sides of square or rectangular openings, and hoops at each face for each round opening, unless otherwise shown on the Drawings.
4. The Contractor shall notify the Owner when reinforcing is in place for inspection of reinforcement prior to placement of concrete. No concrete shall be placed until the Owner or his representative has inspected the placing of the reinforcing steel and has given permission to pour concrete. All concrete placed in violation of this provision may be rejected and removal required.

B. Minimum Cover:

1. The minimum clear space between reinforcing bars shall be as follows (unless otherwise shown on the Drawings):

TABLE 03210 - 3.01 - B1	
Between parallel bars in a layer	Bar Diameter (1 inch minimum)
Between adjacent layers	1 inch

2. Except as otherwise shown on the Drawings, the minimum thickness of concrete cover over reinforcing bars shall be as shown in the following tables:

TABLE 03210 - 3.01 - B2 CAST IN PLACE CONCRETE (NON-PRESTRESSED)	
Concrete cast against and permanently exposed to earth	3 inches
Concrete exposed to earth or weather: No. 6 through No. 18 bar No. 5 bar, W31 or D31 wire, and smaller	2 inches 1 1/2 inches
Concrete not exposed to weather or in contact with ground: Slabs, walls, joists: No. 11 bar and smaller Beams, columns: Primary reinforcement, ties, stirrups, spirals Shells, folded plate members: No. 6 bar and larger No. 5 bar, W31 or D31 wire, and smaller	3/4 inch 1 1/2 inches 3/4 inch 1/2 inch

TABLE 03210 - 3.01 - B3 CAST-IN-PLACE CONCRETE (PRESTRESSED CONCRETE) Minimum Cover 1"	
Concrete cast against and permanently exposed to earth	3 inches
Concrete exposed to earth or weather: Walls, panels, slabs, joists Other members	1 inch 1 1/2 inches

DIVISION 3 - CONCRETE

Concrete not exposed to weather or in contact with ground:	
Slabs, walls, joists	3/4 inch
Beams, columns:	
Primary reinforcement	1 1/2 inches
Ties, stirrups, spirals	1 inch
Shells, folded plate members:	3/8 inch
No. 5 bar, W31 or D31 wire, and smaller	d_b , but not less than 3/4 inch
Other reinforcement	

TABLE 03210 - 3.01 – B4 PRECAST CONCRETE (Manufactured under plant control conditions)	
Concrete exposed to earth or weather:	
<u>Wall panels:</u>	
No. 14 and No. 18 bars, pre-stressing tendons larger than 1 1/2 inch diameter	1 1/2
No. 11 bar and smaller, pre-stressing tendons 1 1/2 inch diameter and smaller W31 and D31 wire and smaller	3/4
<u>Other members:</u>	
No. 14 and No. 18 bars, pre-stressing tendons larger than 1 1/2 inch diameter	2
No. 6 through No. 11 bars, pre-stressing tendons larger than 5/8 inch diameter through 1 1/2 inch diameter	1 1/2
No. 5 bar and smaller, pre-stressing tendons 5/8 inch diameter and smaller, W31 and D31 wire, and smaller	1 1/4
Concrete not exposed to weather or in contact with ground:	
<u>Slabs, Walls, Joists:</u>	
No. 14 and No. 18 bars, pre-stressing tendons larger than 1 1/2 inch diameter	1 1/4
Pre-stressing tendons 1 1/2 inch diameter and smaller	3/4
No. 11 bar and smaller, W31 or D31 wire, and smaller	5/8
<u>Beams, columns:</u>	
Primary reinforcement d_b but not less than 5/8 and need not exceed	1 1/2
Ties, stirrups, spirals	3/8
<u>Shells, folded plate members:</u>	
Pre-stressing tendons	3/4
No. 6 bar and larger	5/8
No. 5 bar and smaller, W31 or D31 wire, and smaller	3/8

C. Bar Placement Tolerances:

1. Between bars: 1/4 inch, plus or minus
2. Vertical position of bars in slabs and beams:
 - a. Members 8 inches deep or less: 3/8 inch, plus or minus
 - b. Members over 8 inches deep: 1/2 inch, plus or minus

DIVISION 3 - CONCRETE

3. Bars may be moved to avoid interference with other reinforcing steel, conduits, or embedded items. If moved more than 1 bar diameter or stipulated tolerances, consult with the Owner to determine final placement.
- D. Tie Wire: At a minimum, 50 percent of reinforcing steel intersections shall be connected with tie wire.
- E. Welding: Welding of reinforcing shall be prohibited unless explicitly allowed by the Owner in writing or as shown on the Drawings. If approved by the Owner, welding shall be performed by certified welders in accordance with AWS D1.4.

END OF SECTION 03210

**SECTION 03300
CAST-IN-PLACE CONCRETE**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Cast-in-place concrete slabs, walls, footings, grade beams, columns, beams, and piers.

1.02 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301.
- B. Obtain materials from same source throughout the work.

1.03 REGULATORY REQUIREMENTS

Conform to the IBC, WSDOT Standard Specifications and ACI.

1.04 TESTING

- A. Testing and analysis of concrete shall be performed by the contractor under provisions of ACI 301 and/or WSDOT Standard Specifications. Concrete testing and analysis shall include, at a minimum, compressive strength cylinders, temperature, slump, and air entrainment.
- B. The Owner's representative may also perform tests at will in accordance with the above standards. The cost of tests conducted by the State shall be paid by the State. Additional testing costs resulting from substandard concrete as indicated by the State's tests, shall be paid by the Contractor at no additional cost to the State.
- C. During placement of concrete, the Contractors testing agency shall prepare standard test cylinders in accordance with AASHTO T-23, which shall represent concrete poured during the job. Concrete testing and analysis shall occur at a minimum at the following frequencies:
 - 1. For placement of one class of concrete, 50 cubic yards or less:
 - a. Sample each truck, after 1/2 cy has been discharged from truck, until one truck meets all applicable acceptance test requirements.
 - b. After one truck meets the acceptance test requirements, the remaining concrete may be visually inspected.
 - 2. For placement of one class of concrete greater than 50 cubic yards:
 - a. Sample initial truck after 1/2 cy has been discharged from the truck (this material may not be placed in the forms).
 - b. Sample each truck until two successive loads meet all applicable acceptance tests requirements. Once two loads meet the acceptable standard, the sampling and testing frequency may decrease to one for every five truck loads.

DIVISION 3 - CONCRETE

- c. For all trucks, after the initial truck, sample the concrete after a minimum of $1/2 \text{ yd}^3$ ($1/2 \text{ m}^3$) of concrete has been discharged into the forms.
- D. Two cylinders shall be tested for strength at the end of 28 days in accordance with ASTM C39 or WSDOT Standard Test Methods as set forth in the WSDOT Materials Manual. Additional cylinders may be taken in sets of two (2), to verify concrete strength prior to 28 days at the contractor's discretion and cost.
- E. During cold or hot weather, one additional test cylinder shall be taken and cured at the site under the same conditions as the concrete pour from which it was taken.
- F. Concrete not conforming to the Specifications, concrete damaged from any cause, or concrete found to be defective for any reason shall be replaced by the Contractor with acceptable concrete at no additional cost to the State. Any concrete test that shows concrete in place that is below the specified requirements shall be reason for removal of the entire pour, and any subsequent concrete deposited will also be jeopardized. The concrete shall be removed and replaced by the Contractor at no additional cost to the State.

1.05 SUBMITTALS

- A. Manufacturer's Data - Concrete Work: Submit manufacturer's data with application and installation instructions for proprietary materials and items, including admixtures, patching compounds, water stops, joint systems, dry-shake finish materials, grout, and others as requested by the Owner.
- B. Placement Schedule: Prepare a placement schedule and submit it for review prior to start of concrete placement operations.
- C. Delivery Tickets: Furnish copies of delivery tickets for each load of concrete delivered to the site. Provide items of information to the Owner as specified under ASTM C94 - Certification.
- D. Submit proposed mix design to the Owner for review and acceptance prior to commencement of work.
- E. Furnish results of tests certifying conformance made by a recognized testing laboratory acceptable to the Owner.

PART 2 - PRODUCTS

2.01 CONCRETE MATERIALS

- A. Cement:
 - 1. Cement shall be classified as Portland Cement or blended hydraulic cement.
 - 2. Portland cement shall conform to ASTM C150 Type I or II (low alkali), gray color.
 - 3. Blended hydraulic cement shall conform to ASTM C595, Type IP(X) or Type IS(X).
 - a. For Type IP(X), X shall be a maximum 35% fly ash, or 50% ground granulated blast furnace slag.

- b. For Type IS(X), X shall be a maximum of 50% ground granulated blast furnace slag.
 - 4. All cement used in this work shall be taken from stock bins at the place of manufacture.
 - 5. Cement delivered to the site of the work shall at all times be suitably stored or protected from exposure to the atmosphere. If the cement shows signs of deterioration, it shall be removed from the work site unless additional tests show that it conforms to the requirements stated above.
- B. Fine and Coarse Aggregates:
- 1. Fine Aggregate: Fine aggregate shall conform to WSDOT 9-03.1(2)B and shall consist of sand or other inert materials or combinations thereof having hard, strong, durable particles free from adherent coating. Fine aggregate shall be washed thoroughly to remove clay, loam, alkali, organic matter, or other deleterious matter.
 - 2. Coarse Aggregate: Coarse aggregate shall conform to WSDOT 9-03.1(4)C , AASHTO Grading No. 67 or 57 and shall consist of gravel, crushed stone, or other inert material or combinations thereof having hard, strong, durable pieces free from adherent coatings. It shall be washed thoroughly to remove clay, silt, bark, sticks, alkali, organic matter, or other deleterious material. Use of pit or bank-run gravel is not permitted.
 - 3. Combined Aggregate Gradation: As an option to using coarse and fine graded aggregates, aggregate gradation may consist of a combined gradation with a nominal maximum size of 1 inch or 3/4 inch per WSDOT 9-03.1(5)B.
 - 4. Approved aggregates shall be so stored as to prevent deterioration, segregation, or intrusion of foreign matter. Improper storage will be considered a reason for rejection of affected aggregate.
- C. Water: Water shall be any potable water, clean and free of injurious amounts of oil, acid, alkali, and organic material. Water containing 2 percent or more common salt shall not be used.

2.02 ADMIXTURES

- A. Air Entrainment: An air-entraining admixture meeting ASTM C260 shall be used when specified in Paragraph 2.05 – Concrete Mix.
- B. Chemical Admixture: Water-reducing, retarding, and/or accelerating admixtures shall be used when specified in Paragraph 2.05 – Concrete Mix, meeting ASTM C494 or as approved by the Owner.
- C. Calcium chloride shall not be used.

2.03 GROUT

Not Used.

2.04 MORTAR

Mortar for build-up at various surfaces and hand-sack rubbing shall be composed of approximately 1 part Type II Portland Cement, 1 1/2 to 2 parts Silica Sand (for sack finishing) or sand passing No. 16 sieve (for build-up), an amount of air-entraining admixture per sack of cement to produce an air content of 9 percent by volume, and sufficient water to make a workable mix with consistency like thick cream. Masonry Sand shall not substitute for Silica Sand for sack finishing. Thicker mix is required for filling voids. Sand, cement, water, and air-entraining admixture shall be as specified for concrete.

2.05 CONCRETE MIX

- A. Mix concrete in accordance with ASTM C94. The specified compressive strength at 28 days are listed below. The Contractor shall ensure that the water/cement ratio does not exceed the specified amount. Refer to PARAGRAPH 3.03.G for slump requirements.

FOR THIS PROJECT, USE MIX # 4

TABLE 03300 - 2.05- A				
	Mix Design			
	1	2	3	4
Specified Compressive Strength at 28 days, minimum psi.	4500	4500	3000	3000
Air Entrainment	None ¹	4.5-7.5%	None ¹	4.5-7.5%
Cementitious, pounds per cubic yard, minimum pounds	564	564	540	540
Water/cement by weight, maximum	0.44 0.38 ²	0.44 0.38 ²	0.50 0.45 ²	0.50 0.45 ²

¹No entrained-air content entrapped air only.

²Reduced water/cement ratio applies to concrete for underwater placement (4000W) or low-shrink concrete (LS) requirements. Use of a water-reducing admixture is mandatory for these applications. Increase coarse and fine aggregate weights to adjust the yield.

³Aggregate weights listed are based on a specific gravity of 2.67. The concrete plant shall adjust aggregate proportions for the specific gravity of the aggregates used and note the changes on the Submittal.

- B. Use accelerating admixtures in cold weather only when reviewed and accepted by the Owner. Use of admixtures will not relax cold weather placement requirements.
- C. Use set-retarding admixtures during hot weather only when reviewed and accepted by the Owner.
- D. Use water-reducing admixtures as reviewed and accepted by the Owner.
- E. Contractor may use flyash or ground granulated blast furnace slag (GGBFS) as a constituent of the concrete. A mix design shall be provided for Owner's approval before usage.
- F. Failure of any concrete to meet the specified 28-day strength in place as determined by test cylinders shall be reason for removal of the entire pour, and any subsequently placed concrete will be thereby jeopardized. All work necessary for correction will be at the Contractor's expense.

G. Should the concrete not meet the 28-day test strength, the Contractor may at his option and expense make test corings and tests to the satisfaction of the Owner.

2.06 BONDING AGENT

Not Used.

2.07 WATER STOP

Not Used.

2.08 EXPANSION JOINT MATERIAL

Not Used.

2.09 EXPANSION JOINT SEALANT

Not Used.

PART 3 - EXECUTION

3.01 INSPECTION

Verify anchors, seats, plates, reinforcements, and other items to be cast into concrete are accurately placed, held securely, and will not be detrimental in placing concrete.

3.02 EMBEDMENTS

Not Used.

3.03 BATCHING AND MIXING

- A. Except for hand-mixed concrete, all concrete shall be batched in a prequalified manual, semi-automatic, or automatic plant. The prequalification shall consist of a current, annual certification inspection by WSDOT or as approved by the Owner. If the plant has not been prequalified, the Contractor shall provide written notification to the Owner 2 weeks prior to the anticipated use of the batch plant to allow for the necessary prequalification. The Owner is not responsible for any delays to the Contractor due to problems in getting the plant certified.
- B. The Contractor has the option to site mix, transit mix, or plant mix the concrete. In all cases, concrete shall be mixed until a uniform distribution of the materials produces a homogeneous batch.
- C. Site-mixed concrete operations larger than 5 cubic yards total shall be subject to the prior approval of the Owner.
- D. Transit-mixed concrete may be used provided it complies with these Specifications and ASTM C94 or WSDOT Standard Specifications. The concrete supplier shall have adequate equipment to ensure weight and quality control.

DIVISION 3 - CONCRETE

E. Concrete shall only be mixed in the quantities required for immediate use. The concrete shall be used while fresh before initial set has taken place. Any concrete that has developed initial set shall not be used. Partially hardened concrete shall not be retempered or remixed. One batch of mixed concrete shall be entirely discharged before the following batch is charged.

F. Temperature and Time for placement (WSDOT Standard Specification 6-02.3(4) D).

Concrete temperature shall remain between 55 F and 90 F while it is being placed.

The batch of concrete shall be discharged:

1. Not later than 1 1/2 hour after the cement is added to the concrete.
2. Not later than 1 3/4 hour if the temperature of the concrete being placed is less than 75 F.
3. Not later than 2 hours with the approval of the Owner if the concrete being placed is below 75 F.
4. Dry batch mix procedures may be used, but only as approved by the Owner.

G. The maximum slump for vibrated concrete shall be 4 1/2 inches. When a high range water reducer is used, the slump may be increased an additional 2 inches. Minimum slump is that required for proper placement and compaction. The maximum slump for non-vibrated concrete shall be 7 inches.

H. Conformance to Mix Design

Weights of the mix components shall be within the following tolerances of the mix design:

Cement; +5%, -1%

Fly Ash, Ground Granulated Blast Furnace Slag; +5%, -5%

Aggregates; +5%, -1% for batch volumes greater than 4 cubic yards

Aggregates; +10%, -2% for batch volumes equal to or less than 4 cubic yards

Water; +0%

3.04 CONCRETE JOINTS

Not Used.

3.05 PLACING CONCRETE - GENERAL

A. Notify the Owner a minimum of 48 hours prior to commencement of concreting operations. Placement of concrete shall occur only after the forms and reinforcing bar placement have been inspected and approved by the Owner or his representative. The Contractor shall place concrete only when the Owner or his representative is present.

B. All building slabs, floor slabs, and pond floor slabs shall be placed over a 6-mil clear polyethylene vapor barrier (unless noted otherwise).

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- C. Concrete shall be placed as soon as possible after mixing and shall be plastic and readily workable when placed in the forms. See Division 03300 3.03F. The method and manner of placing concrete shall avoid segregation of the aggregates or displacement of reinforcement.
- D. Immediately before concrete placement against existing hardened concrete, bonding agent shall be applied to existing clean concrete surface. New concrete shall be placed while agent is still tacky.
- E. Concrete shall not be placed if other work in the area, such as driving piles or sheets, causes vibrations that adversely affect the initial set or strength of the concrete.
- F. Aluminum conduits shall not be used in the pumping or placing of concrete.
- G. Ensure reinforcement, inserts, embedded parts, and formed joints are not disturbed during concrete placement.
- H. Place crack-control joints prior to initial set.
- I. Excessive honeycomb or embedded debris in concrete is not acceptable.

3.06 PLACING CONCRETE INTO FORMS

- A. Before placement of concrete, forms shall be cleaned and free of all debris and ice. The foundations and forms shall be dampened prior to placing concrete. Care must be taken to see there is no standing water on the foundation or in the forms when the concrete is placed. Where possible, all foundation excavations shall be pumped dry and concrete deposited in the dry.

If it is not possible to proceed in this manner, a seal of concrete of sufficient thickness to resist any possible uplift shall be deposited underwater in accordance with the requirements specified in Paragraph 3.08 – Placing Concrete In Water.

- B. Deposit concrete in forms in continuous horizontal layers not deeper than 24 inches and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints. Insert vibrator into previous layer to ensure homogeneous concrete placement.
- C. Remove temporary spreaders in forms when concrete being placed has reached the elevation of such spreaders.
- D. Concrete shall not be dropped more than 3 feet. This is to avoid material segregation. When placing operations would involve dropping the concrete more than 3 feet, it shall be deposited through sheet metal or other approved conduit. In sloping forms where concrete, if dropped, will tend to slide down one side of the form as it is placed, the concrete shall be placed through approved conduit without dropping. After initial set of the concrete, the forms shall not be jarred, and no strain shall be placed on the ends of the projecting reinforcement bars.
- E. The method of depositing and consolidating concrete shall be conducted so as to form a compact, dense, and impervious concrete that will show smooth faces on exposed surfaces. If any section of concrete is found to be defective, it shall be removed by the Contractor at no additional expense to the State. Plastering will not be permitted.

3.07 PLACING CONCRETE SLABS

- A. Deposit and consolidate concrete slabs in a continuous operation within the limits of construction joints until the placing of a panel or section is completed. When concrete is in place has sufficiently set up (at least 24 hours), an alternate section shall be placed. The edges of all sections shall be tooled with a minimum radius edging tool.
- B. Slope all exterior concrete slabs and interior slabs with floor drains in a manner to prevent the collection of water.
- C. Bring slab surfaces to the correct level with a straightedge and strike off. Use bullfloats or derbies to smooth the surface, leaving it free from humps or hollows. Do not sprinkle water on the plastic surface. Do not disturb the slab surfaces prior to beginning finishing operations.
- D. Maintain reinforcing steel in the proper position continuously during concrete placement operations.

3.08 PLACING CONCRETE IN WATER

Not Used.

3.09 PLACING CONCRETE IN HOT WEATHER

- A. Concrete shall not be placed when anticipated 24-hour range will exceed 89°F and shall conform to *ACI 305R*. Contractor shall submit a hot weather plan to the Owner for review and approval prior to commencement of any work.
- B. The temperature of the concrete equipment and ingredients shall be maintained at such a level that the temperature of the concrete at the time it is placed shall not exceed 85°F.
- C. Water-reducing admixtures shall be used so that the maximum amount of water or slump shall not be exceeded. The mixing of the concrete and the time between mixing and placing shall be kept to a minimum. Mixer trucks shall not be exposed to the sun while waiting to be unloaded. Chutes, conveyors, and pump lines shall be shaded. To keep the forms and reinforcing steel cool prior to placing the concrete, the top layer of reinforcing steel shall be completely covered with clean, wet burlap and the forms and reinforcing steel shall be sprinkled with cool water immediately prior to placing the concrete or as ordered by the Owner. The concrete shall be finished without delays. Equipment for applying a water-fog spray shall be available in case it is needed to prevent plastic cracks.
- D. When the combination of air temperature, humidity, temperature of the surface of the concrete, and the wind velocity produces an evaporation of 0.2 or more pounds per hour per square foot of surface as determined by the Owner, the Contractor shall provide a windbreaker enclosure to protect the concrete from winds blowing over the surface of the concrete until the curing compound is applied.

3.10 PLACING CONCRETE IN COLD WEATHER

- A. When air temperature is expected to fall below 37°F during placement or within 7 days thereafter, the Contractor shall place and cure concrete in accordance with *ACI 306R*. Contractor shall submit a cold weather concreting plan to the Owner for review and approval no less than 7 days prior to the proposed cold weather concreting.

- B. The following provisions shall govern cold weather concreting:
 - 1. Concrete shall not be mixed or placed while the atmospheric temperature is below 37°F.
 - 2. Concrete shall not be placed on frozen ground or against frozen forms.
- C. Frozen concrete shall be immediately removed when Contractor is directed to do so by the Owner and replaced with new work at no cost to the State.

3.11 VIBRATION OF CONCRETE

- A. The Contractor shall provide suitable internal vibrating tampers for use in placing and compacting all concrete except that which is placed underwater. The vibrators shall be of the type designed to be placed directly in the concrete, and the vibrator's frequency of vibration shall be not less than 7,000 impulses per minute when in actual operation. The type of vibrator and its method of use shall be subject to the approval of the Owner.
- B. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than the visible effectiveness of the machine (between 2 to 3 feet). Place vibrators to rapidly penetrate the layer of concrete and at least 6 inches into the preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion, limit the duration of vibration to the time necessary for consolidation around reinforcement and other embedded items without causing segregation of the mix. Generally, this will be from 5 to 15 seconds in accordance with ACI 301. Do not use vibrators to transport concrete inside of forms.
- C. Vibrators shall not be applied directly to steel that extends into partially hardened concrete.
- D. Vibration shall not continue in any one spot to the extent that pools of grout are formed. When vibrating and finishing top surfaces that are exposed to weather or wear, extreme care shall be exercised to avoid drawing water or laitance to the surface. For relatively high lifts, the top layer shall be comparatively shallow, and the concrete mix shall be as stiff as can be effectively vibrated into place and properly finished.
- E. The Contractor shall supply a sufficient number of vibrating tampers to effectively vibrate all of the concrete placed. Hand tamping shall be required wherever necessary to secure a smooth and dense concrete on the outside surfaces.
- F. Vibration of forms and reinforcing will not be allowed.

3.12 FINISHING CONCRETE SURFACES - GENERAL

- A. Forms on walls shall be removed not more than 72 hours after placing concrete.
- B. After removal of the forms, all concrete shall show a smooth, dense face. Any concrete that is porous shall be removed by the Contractor and replaced at no additional cost to the State.
- C. At the discretion of the Owner, cracks in concrete work not covered by Paragraph 3.16 – Defective Concrete and Repair of Concrete and 0.010 inch wide and wider shall be repaired at the Contractor's expense by an ACI-recommended method as approved by the Owner. Criteria for an acceptable method of repair will be based on the following elements:
 - 1. Structural or nonstructural crack.

2. Exposure level/conditions of structures.
3. Appearance.
4. Cause of cracking.

D. Unsightly stains and coloring caused by the Contractor's operations, equipment, or materials, or resulting because of unfinished construction either before or after a surface has been finished in accordance with this section shall be cleaned and refinished prior to final acceptance of the project and at no additional cost to the State.

3.13 FINISH OF SLABS

- A. Screed all slabs.
- B. Trowel by hand or machine to hard, dense, and mark-free surface. Do not absorb wet spots with neat cement or mixture of cement and sand. Wait until surfaces are dry enough for proper troweling. Chemical dryers not permitted.
- C. Interior concrete slabs to receive flooring materials or carpet shall be steel troweled. Slabs not receiving flooring materials shall also be light-broom finished across the direction of slope or flow to achieve a nonslip surface or as otherwise shown on the Drawings.
- D. Slabs in hatchery trough rooms shall be light-broom finished in the direction of floor slope.
- E. Exterior slabs and slabs in contact with fish rearing water, shall receive a light-broom finish.

3.14 FINISH OF FORMED SURFACES

A. Surfaces Not Exposed to View, Not in Contact with Water:

1. This includes formed concrete surfaces not exposed to view in the finish work or covered by other construction unless otherwise shown or specified.
2. Provide as-cast rough form finish.
3. Standard rough-form finish shall be the concrete surface having the texture imparted by the form-facing material used with tie holes and defective areas repaired and patched, and all fins and other projections exceeding 1/4 inch in height rubbed down or chipped off.

B. Surfaces Exposed to View or in Contact with Fish-Bearing Water:

1. This includes concrete surfaces that are visible but not in contact with water and all concrete water contacting surfaces that may come in contact with fish rearing water.
2. Grind entire surface of all interior and exterior walls with a rotary grinder to expose all air pockets, voids, and other imperfections to create a smooth wall surface.
3. Immediately after all required patching, grinding, and correction of major imperfections have been completed, hand sack-rub all vertical surfaces. The sacking process and desired finish quality shall conform to WSDOT Class 1 Surface Finish (WSDOT 6-02.3 (14) (A)). The sack finish process shall be accomplished immediately after the 7-day cure period or as approved in writing by the Owner. No other methods/finishes will be accepted.

4. All pits, after being filled, that shows signs of air pockets or still show an indentation in the wall, shall be reopened (as necessary), refilled, and finished by repeating the hand-sacking process. The intent of the finish is to be very smooth and nonabrasive with no pinholes visible.
5. Top of walls in contact with fish bearing water shall be steel troweled, edged and light broom finished.

3.15 FINISHED CONCRETE TOLERANCES

A. Formed concrete tolerances shall conform to the following requirements:

TABLE 03300 - 3.15A	
1. Variation from plumb: <ol style="list-style-type: none"> a. In lines and surfaces of columns, piers, walls: b. For exposed corner columns, crack control joint grooves, and other conspicuous lines: 	1/8 inch in any 10 feet 1/2 inch maximum for the entire length/height 1/4 inch in any 20-foot length 1/2 inch maximum for the entire length
2. Variation from the level or the grades: <ol style="list-style-type: none"> a. In slabs and beams soffits: b. In exposed lintels, sills, parapets, horizontal grooves, and other conspicuous lines: 	1/4 inch in any 10-foot length 3/8 inch in any bay or in any 20-foot length 3/4 inch maximum for the entire length 1/4 inch in any bay or in any 20-foot length 1/2 inch maximum for the entire length
3. Variation of the linear building lines from established position in plan and related position of columns, walls, and partitions:	1/2 inch in any bay 1/2 inch in any 20-foot length 1 inch maximum for the entire length
4. Variation in the sizes and location of sleeves, floor openings, and wall openings:	1/4 inch plus or minus
5. Variation in cross-sectional dimensions of columns and beams and in the thickness of slabs and walls:	1/4 inch minus 1/2 inch plus
6. Footings: <ol style="list-style-type: none"> a. Variation in dimension in plan: b. Misplacement or eccentricity: c. Thickness: <ol style="list-style-type: none"> 1. Decrease in specified thickness: 2. Increase in specified thickness: 	1/2 inch minus 2 inches plus 2 percent of the footing width in the direction of misplacement, 2 inches maximum 5 percent No limit
7. Variation in steps: <ol style="list-style-type: none"> a. In a flight of stairs: <ol style="list-style-type: none"> 1. Rise: 2. Tread: b. In consecutive steps: <ol style="list-style-type: none"> 1. Rise: 2. Tread: 	1/8 inch plus or minus 1/4 inch plus or minus 1/16 inch plus or minus 1/8 inch plus or minus

- B. Tolerances apply to concrete dimensions only, not to positioning of vertical reinforcing steel, dowels, or embedded items.

3.16 DEFECTIVE CONCRETE AND REPAIR OF CONCRETE

- A. Concrete that is not formed as shown on the Drawings, or for any reason is out of alignment, level, tolerances, or shows a defective surface shall be removed from the job at the Contractor's expense, unless the Owner grants permission to patch the defective area. Permission to patch in such an area shall not be considered a waiver of the Owner's right to require complete removal of defective work if patching does not, in his opinion, satisfactorily restore quality and appearance of the surface.
- B. Repair or replace concrete not properly placed or of the specified type.
- C. All concrete shall be inspected, and all pour joints, rough sections, cracks, and honeycombed areas shall be repaired by cutting back to solid concrete. Apply cement mortar fill after coating surface with bonding agent.
- D. Fill all tie holes and small imperfections with cement mortar fill.

3.17 PLACING ANCHOR BOLTS AND EMBEDDED METALWORK

- A. Cast-in-place anchor bolts and embedded metalwork shall be accurately placed as shown on the Drawings. The Contractor shall secure the cast-in-place anchor bolts and metalwork to the forms or reinforcing steel to prevent misalignment of these items while placing the concrete.
- B. Conduits, pipes, and other fabrications made of aluminum shall not be embedded in concrete unless effectively coated or covered to prevent aluminum-concrete reaction (see Division 9 - Finishes).

3.18 WATER-HOLDING STRUCTURE TEST

Not Used.

END OF SECTION 03300

**SECTION 03370
CONCRETE CURING**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Concrete curing materials and methods.

1.02 ENVIRONMENTAL CONDITIONS

When the air temperature is expected to fall below 37°F during the 7-day initial cure period, the Contractor shall submit a written cold weather concreting plan conforming with ACI 306R to the Owner for approval prior to the commencement of any concrete work.

1.03 QUALITY ASSURANCE

Contractor shall conform to requirements of ACI 301.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Water shall be clean, potable and not detrimental to concrete.
- B. Absorptive mat shall be burlap-polyethylene, 8 ounces per square yard, bonded to prevent separation during use.
- C. Concrete curing compound shall be of a standard and uniform quality, ready for use as shipped by the manufacturer. Contractor shall verify curing compound compatibility with required concrete surface finishes as specified in Section 03300 – Cast-In-Place Concrete and as noted on the Drawings. The curing compound shall conform to ASTM C309, Type 1, Class A or B, and shall be clear with no discoloring. Curing compounds shall be certified nontoxic to fish or approved by the Owner.
- D. Curing compound for interior slabs and interior walls shall be WR Meadows 1300 Clear or Owner approved equal.
- E. Polyethylene Film shall conform to ASTM D2103 and shall be 6 millimeter thick and white in color.

PART 3 - EXECUTION

3.01 CURING METHODS

- A. All concrete surfaces shall be cured by one of the following methods for not less than 7 days after the concrete is placed.

B. Using one of the methods listed below, the Contractor shall determine the best method for the project, as approved by the Owner:

1. Walls:

- a. General: Where walls are to receive coating, painting, cementitious material, or other similar finishes or where curing compound is not permitted, do not use curing compounds. Use only water-curing procedures.
- b. Method 1: Leave concrete forms in place and keep entire exposed surfaces wet at all times.
- c. Method 2: Apply curing compound as specified, where allowed, immediately after finishing of surfaces. Concrete shall be kept moist while finishing is accomplished.
- d. Method 3: Continuously sprinkle 100 percent of all exposed surfaces.
- e. Method 4: Leave concrete forms in place and apply curing compound to top of wall.

2. Slabs and Curbs:

- a. Method 1: Cover surface by water ponding.
- b. Method 2: Cover with absorptive mats and keep continuously wet.
- c. Method 3: Continuously sprinkle exposed surface.
- d. Method 4: Apply specified curing compound to exposed surfaces.
- e. Other agreed upon method that will provide moisture to be present and uniform at all times on all surface of slabs.

C. Onset of Curing:

- 1. Slabs-on-Grade: Apply curing compound, if used, as soon as free water has disappeared from concrete surface after placing and finishing.
- 2. Formed Concrete: Remove forms as specified in Section 03100, and patch and finish immediately. Apply curing method immediately to finished sections of the work.

3.02 MEMBRANE CURING COMPOUND

- A. Apply immediately after finishing of slabs and walls, etc. in accordance with manufacturer's instructions.
- B. Surfaces that have their forms removed after concrete has reached two-thirds of its design strength by test will not require curing compound applied.

3.03 ABSORPTIVE MAT

Contractor shall saturate burlap side of absorptive mat, place over slab areas burlap side down, lap edges and ends 12 inches, and maintain in place for duration of curing period.

3.04 POLYETHYLENE FILM

- A. Contractor shall spread polyethylene film over slab areas, lap edges and ends 3 inches, and seal with pressure-sensitive polyester tape.
- B. Contractor shall maintain polyethylene film in place with plywood sheets for duration of curing period.

END OF SECTION 03370

**SECTION 05000
GENERAL METAL PROVISIONS**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section specifies general requirements for all sections of Division 5 - Metals.

1.02 RELATED WORK

Provisions of the General Conditions, Supplemental Conditions, and Division 1 of the Contract are by this reference a part of this division and shall govern work under this division where applicable.

1.03 REFERENCES

References listed in Division 5 are from the following organizations' latest editions of their publications and reference standards:

AISC American Institute of Steel Construction, Steel Construction Manual, ASD

AISI American Iron and Steel Institute

ASTM ASTM International (formerly American Society of Testing and Materials)

AWS American Welding Society

MFMA Metal Framing Manufacturers Association

The Aluminum Association Aluminum Design Manual

WABO Washington Association of Building Officials

IBC International Building Code (current municipal standard)

1.04 SUBMITTALS

Submit shop drawings for all metal fabrication items in all sections of Division 5 in accordance with the General Conditions.

- A. Product Data: Submit 5 copies of manufacturer's data for all items in Division 5 indicating shapes, sizes, and physical and structural properties.
- B. Shop Drawings: Submit paper or electronic (pdf) copy of shop drawings including complete plan and profiles, size, details, schedules for fabrication, and assembly of members. Include material identification, details of cuts, connections, fastener types and material, fastener locations, and other pertinent data. Indicate welds by AWS symbols and show size, length, and type of weld. Identify details by reference to sheet and detail number on the Drawings.

1. Include erection drawings, elevations, and details. The Contractor shall verify field dimensions for all metal fabrications and provide shop drawings for the Owner's review and acceptance for all fabricated items prior to shop fabrication.
2. Indicate welded connections using standard AWS welding symbols. Indicate weld lengths. Include data for welding materials and methods to be used. Waterproof welds shall be tested to ensure proper function for intended applications.

1.05 QUALITY ASSURANCE

- A. All welders shall be qualified in accordance with AWS and be WABO certified within the past 12 months. Written certification for welders performing fabrication work shall be furnished to the Owner.
- B. Mill-spot markings of alloy and temper shall be on aluminum products. If such markings are obliterated or eliminated in fabrications, the fabricator shall furnish a certificate verifying the information.
- C. Waterproof welds shall be tested to ensure proper function for intended applications.

PART 2 - PRODUCTS

2.01 MATERIALS

See Sections of Division 5.

PART 3 - EXECUTION

See Sections of Division 5.

END OF SECTION 05000

**SECTION 05050
FASTENERS**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This work consists of furnishing and installing metal fasteners for fabrication of work described in Division 5 or as described in other divisions.
- B. Provisions of the General Conditions, Supplemental Conditions, and Division 1 of the Contract are by this reference a part of this division and shall govern work under this division where applicable.
- C. Work includes, but is not limited to embedded and nonembedded metal work and fabrication of the following:
 - 1. General requirements;
 - 2. Galvanized steel grating fasteners;
 - 3. Fasteners for aluminum-fabricated items;
 - 4. Anchor bolts and expansion anchors;
 - 5. Bolts, nuts, washers, and sheet metal screws; and
 - 6. Steel epoxy-grouted anchors.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Furnish all connectors, fasteners, welded metal, and miscellaneous items required to complete the scope of work.
- B. Unless otherwise shown, the fasteners and connectors shall be of same material as the attached metal, except for aluminum where fasteners and connectors shall be stainless steel. All fasteners used for submerged or “wet” locations shall be stainless steel.
- C. Furnish washers and lock washers for all bolted connections unless otherwise noted. This includes washers for flange bolts. Washers and lock washers shall be of the same material as fasteners and connectors.
- D. Anchor bolts embedded in concrete and subjected to intermittent or continuous submergence during hatchery operations shall be stainless steel. Other anchor bolts shall be hot-dip galvanized unless otherwise noted.
- E. Hot-Dip Galvanizing: Unless otherwise specified, shall be after fabrication.

2.02 FASTENERS FOR ALUMINUM FABRICATED ITEMS

- A. All bolts, nuts, washers, and screws used for assembly or mounting of aluminum fabricated items shall be stainless steel Type 304 or 316. Do not use plated or galvanized assembly hardware with aluminum-fabricated items.
- B. All bolts, washers, lock washers, etc. shall be Type 304 (18-8) stainless steel for assembly of head troughs and denil fishways. The Contractor shall furnish all hardware necessary to assemble the troughs and fishways.

2.03 ANCHOR BOLTS AND EXPANSION ANCHORS

Anchor bolts and studs shall be ASTM A 307 carbon steel, 60,000 psi tensile strength. Anchor bolts, nuts, expansion anchors, bolts, and washers shall be hot-dip galvanized.

2.04 BOLTS, NUTS, WASHERS, AND SHEET METAL SCREWS

- A. All bolts and nuts that will be continuously or intermittently in contact with water during hatchery or other facility operations shall be stainless steel conforming to ASTM A193 and ASTM A194 for the type approved. Type shall be 304 or 316. All other general use bolts, nuts, and washers shall be A307 and A563 respectively, hot-dip galvanized, unless specifically identified as other materials, with the exception that all assembly hardware for aluminum fabrication shall be stainless steel. No galvanized, plated, or anodized materials shall be used with aluminum.
- B. High-strength bolts, where specified, shall be used to fasten structural steel members and shall conform to ASTM A 490, 150 ksi tensile strength.

2.05 HEADED CONCRETE ANCHORS

ASTM A108 or AISI Type 304.

PART 3 - EXECUTION

3.01 CONSTRUCTION GENERAL REQUIREMENTS

- A. Anchor Bolts: Expansion anchors set in holes drilled in the concrete after the concrete is placed will not be permitted in substitution for anchor bolts except with the prior written acceptance of the Owner.
- B. After anchor bolts have been embedded, their threads shall be protected by having the nuts screwed on or by other accepted means until the time of installation of the equipment or metalwork.

END OF SECTION 05050

**SECTION 05091
WELDING****PART 1 - GENERAL**

1.01 DESCRIPTION OF WORK

This work includes furnishing all necessary material, labor, and equipment for completing welding required for metal fabrications.

1.02 QUALITY ASSURANCE

A. Governing Specifications, Codes, and Standards:

1. American Welding Society, ANSI/AWS D1.1, "Structural Welding Code - Steel," referred to hereafter as AWS D1.1
2. American Welding Society, ANSI/AWS A5.
3. American Welding Society – AWS D19.0, "Welding Zinc-Coated Steel," referred to hereafter as AWS D19.0.
4. WABO Standard No. 27-13, "WABO Welder and Welding Operator Performance Qualification Standard for Structural Steel, Sheet Steel, and Reinforcing Steel".
5. American Welding Society – AWS D1.2, "Structural Welding Code – Aluminum".
6. American Welding Society – AWS D1.6; Structural Welding Code – Stainless Steel"

B. Qualifications:

1. Welder Qualifications: all welders are required to be currently certified by AWS and WABO for structural welding. Contractor shall submit proof of certification. Welders shall be qualified in accordance with AWS D1.1 and WABO Standard 27-13 for the processes and positions to be performed for structural steel. Welders shall be qualified in accordance with AWS D1.2 for Aluminum Welding. Welders shall be qualified in accordance with AWS D1.6 for stainless steel.
2. The Contractor shall submit all Welding Procedure Specifications (WPSs) to be used by the Contractor on the project. For WPSs that are not prequalified per AWS D1.1, the supporting Procedure qualification Record (PQR) shall also be submitted with the WPS.

C. Certifications:

1. The Contractor supplying welding filler metal and shielding gas products shall submit copies of all Manufacturers' certifications for all electrodes, fluxes, and shielding gases to be used. Certifications shall satisfy the applicable AWS A5 requirements. The Contractor shall also submit the manufacturer's product data sheets for all welding material to be used. The data sheets shall describe the product, limitations of use, recommended

welding parameters, and storage and exposure requirements, including baking and rebaking, if applicable.

2. Certificate of Compliance: For all welding electrodes used on the project the contractor shall submit a Certificate of Compliance. The certificate of compliance shall be a letter stating that the Contractor has reviewed the submitted manufacturer's certifications and test reports, and that the materials being furnished for the project are in conformance with the applicable standards, specifications, and project documents.

D. Testing and Inspection: NDT and inspection of welds will be performed by the State in accordance with this section.

1. Verification Inspection

- a. The State will engage an independent testing agency to perform verification inspection and testing on all field and shop welding. Field and shop welding will be considered all welding not performed at the manufacturing plant.
- b. The independent testing agency will perform testing and inspection of 100 percent of all (field and shop) butt splice welds and 10 percent of all (field and shop) PJP welds.
- c. The inspection procedures, techniques, and methods will be in accordance with AWS D1.1, Section 6.
- d. All (field and shop) butt splice welds will be 100 percent tested by the following methods:
 - 1) Full-time visual inspection.
 - 2) Ultrasonic Inspection: ASTM E 164.
- e. All (field and shop) PJP welds will have a minimum of 10 percent of the total length tested by the following methods:
 - 1) Full-time visual inspection.
 - 2) Magnetic Particle Inspection: ASTM E 709.
- f. All (field and shop) butt splice and PJP welds shall meet the acceptance criteria set forth in AWS D1.1, Section 6.
- g. The State's Welding Inspector shall have the authority to determine compliance with the above acceptance criteria and order repairs or replacements of unacceptable welds at no additional cost to the State. All welds whether made at the manufacturing plant, or in the shop or field shall be subject to the acceptance of the State's Welding Inspector.
- h. All welds will be visually inspected.

1.03 SUBMITTALS

Prior to commencement of other Work in this Section, the Contractor shall submit the following items to the Owner:

- A. Welder qualifications/certifications.
- B. Welding Procedure Specifications (WPSs) and Procedure Qualification Records (PQRs).
- C. Electrode manufacturer's certifications and data sheets.
- D. Certificates of Compliance.

1.04 PRODUCT HANDLING

Welding electrodes shall be packaged, stored, and used in a manner consistent with AWS standards and the electrode manufacturer's specifications.

PART 2 - PRODUCTS

2.01 ELECTRODES

- A. All electrodes, fluxes, and shielding gases shall meet the requirements of the applicable sections of *ANSI/AWS A5*.
- B. Welding electrode classification for carbon steel shall be E70XX and shall be "low hydrogen" electrodes.
- C. Welding electrode classification for stainless steel shall be E316L-XX.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Fabrication and joint preparation shall be in accordance with the applicable AWS standard.
- B. Hold back or remove all galvanizing a sufficient distance from the joint to prevent inclusion of the material into the weld. Galvanizing shall be removed from the joint in accordance with AWS D19.0.
- C. Protection:
 - 1. Work shall comply with all municipal, state, and federal regulations regarding safety, including all applicable portions of OSHA and State safety standards for construction work.
 - 2. Conform to ANSI Z49.1, "Safety in Welding, Cutting, and Allied Processes," published by the American Welding Society.
 - 3. Follow "Safe Practices" recommended in Annex R of *AWS D1.1*

3.02 WELDING PROCEDURES

- A. Perform all work in accordance with procedures written and qualified in accordance with AWS requirements.
- B. Use a prequalified welding process in accordance with AWS, whenever possible.
- C. Use prequalified partial and complete joint penetration details in accordance with AWS, wherever possible.
- D. Qualify non-prequalified welds in accordance with AWS. Prepare Procedure Qualification Records (PQR's) and Welding Procedure Specifications (WPS's) and complete all welding in conformance with the WPS's.
- E. Qualify WPSs in accordance with AWS D1.1, Section 4.

3.03 FIELD QUALITY CONTROL

- A. Field welding shall meet the requirements of AWS.
- B. Verification Inspection will be performed by an independent testing agency provided by the State.
- C. The Contractor shall provide access to the State's Welding Inspector at all times while the work is being performed.

3.04 SCHEDULING

The Contractor shall coordinate the work with the State's Welding Inspector. The Contractor shall provide the State with a proposed work schedule and shall coordinate the work to meet the contract delivery schedule.

3.05 CLEANING

Clean in accordance with AWS requirements.

3.06 REPAIR

- A. Making weld repairs or replacements shall be the responsibility of the Contractor and shall be at no additional cost to the State.
- B. Weld repairs or replacements on PJP welds shall be performed in accordance with AWS D1.1, Section 6.
- C. Repair all galvanizing removed or damaged during welding in accordance with Section 05126, "Galvanizing," of these Specifications and as directed by the Owner or replace damaged items at no additional cost to State.

END OF SECTION 05091

**SECTION 05126
GALVANIZING**

PART 1 - GENERAL

1.01. DESCRIPTION OF WORK

The Work includes the requirements to provide a galvanized coating as specified with all handling, prefinishing, cleaning, pickling, rinsing, dipping, cooling, draining, vibrating, centrifuging, inspection, and other processes or materials required.

1.02. QUALITY ASSURANCE

A. Governing Specifications, Codes, and Standards:

1. ASTM A 123 Standard Specification for Zinc (Hot-Dipped Galvanized) Coatings on Iron and Steel Products.
2. ASTM A 153 Standard Specification for Zinc (Hot –Dipped Galvanized) Coatings on Iron and Steel Products.
3. ASTM A 143 Practice for Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedures for Detecting Embrittlement.
4. ASTM A 384 Practice for Providing High Quality Zinc Coating (Hot Dipped)
5. ASTM A 384 780 Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings

B. The Manufacturer shall be required to test the finished product for thickness, uniformity of the coating, and adhesion in accordance with the applicable ASTM standard.

C. Conform to manufacturers' specifications, directions, and recommendations for best results in the use of each of their products for each condition. If results are at variance with these specifications, report the discrepancy to the Owner for decision.

1.03 SUBMITTALS

Prior to commencement of other Work in this Section, the Contractor shall submit the following items:

Submit sample of galvanizing repair rod to be used, along with rod manufacturer's product data sheets.

1.04 PRODUCT HANDLING

Replacements: Repair or replace damaged work, if any, as necessary to the approval of the Owner and at no additional cost to the State.

PART 2 - PRODUCTS

2.01 GALVANIZING

- A. All carbon steel elements, including fasteners, shall be hot-dip galvanized after fabrication in conformance with ASTM A 123, A 143, A 153, A 384, and A 385 to a thickness Grade 100.
- B. Galvanizing repair shall be performed with zinc-based alloy solder rods.

PART 3 - EXECUTION

3.01 FABRICATION

Any drain or vent holes required to produce a high quality galvanized coating with minimal warpage and distortion not indicated on the contract plans shall be identified by the coating manufacturer, clearly shown on the shop drawings, and shall be subject to approval by the Owner. Fabrication shall be in accordance with ASTM A 384 and ASTM A 385.

3.02 REPAIR OF GALVANIZED COATING

- A. Repair all galvanized surfaces removed or damaged during welding, shipping, or erection in accordance with ASTM A 780, Annex A.1. The zinc-based solder repair rod shall be “Zaclon Repair Alloy” or approved equal. The minimum thickness of the coating shall be 4 mils.
- B. Galvanized coating damaged or removed during welding on items that will have the galvanizing embedded in concrete shall be repaired by the application of a cold galvanizing compound in accordance with ASTM A 780, Annex A.2. The cold galvanizing compound shall be “ZRC Cold Galvanizing Compound” or approved equal. The final thickness of the coating shall be 3 mils.

END OF SECTION 05126

**SECTION 05500
METAL FABRICATION**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Work consists of furnishing all labor, materials, and equipment for the fabrication and erection of all metal fabrications shown on the drawings.
- B. Work includes but is not limited to embedded and nonembedded metal work and fabrication of the loading platform railing.

1.02 RELATED WORK

- A. Hot-Dip Galvanizing and Coatings: Unless otherwise specified, ferrous metals shall be hot-dip galvanized after fabrication. See Division 9 - Finishes for galvanizing requirements.
- B. For connectors, fasteners, bolts, nuts, washers, anchor bolts, embedded bolts, welded studs, etc. see Section 05050 - Fasteners.
- C. Provisions of the General Conditions, Supplemental Conditions, and Division 1 of the Contract are by this reference a part of this division and shall govern work under this division where applicable.

PART 2 - PRODUCTS

2.01 ALUMINUM

- A. Provide all aluminum fabricated items in the numbers, sizes, dimensions, and configuration as shown on the Drawings.
- B. Structural aluminum shapes and plates shall be fabricated from aluminum alloy 6061-T6 unless otherwise noted or approved by the Owner. Protect all surfaces from damage by weld splatter and accidental scratching. Grind and polish (120 grit, A203 abrasive) all exposed weld surfaces to provide a smooth, uniform polished surface. Welding shall conform to WA-20. Provide full-length or perimeter aluminum welding unless specifically directed not to on the Drawings. Protect items from heat warp and distortion. Maintain true and square metered joints for all frames and similar items. Test all waterproof welds and repair or replace any that leak.
- C. Coat only aluminum items to be embedded or in surface contact with concrete with coal tar epoxy paint system as identified in Division 9 - Finishes. Do not paint the exposed portion of these aluminum items.
- D. Aluminum, unless otherwise noted, shall have a smooth, polished finish and be cleaned of oils, chemicals, or other foreign matter using acid wash after fabrication. No rough grinding marks or welding splatters shall be permitted on aluminum items. In all cases, edges shall be radiused to remove sharp edges.

- E. All bolts, nuts, washers, and screws used for assembly or mounting of aluminum-fabricated items shall be stainless steel Type 304 or 316. Do not use plated or galvanized assembly hardware with aluminum-fabricated items.
- F. Supplier/Manufacturer: Structural aluminum shapes, plate, tubing, and perforated plate are available from Joseph T. Ryerson & Son, Inc., (206) 624-2300.

2.02 MISCELLANEOUS METALWORK

Material for miscellaneous metalwork shall be ASTM A36 steel, unless otherwise shown on the Drawings. This includes items such as angles, brackets, frames, light structural framing, and related miscellaneous fabricated items. Steel pipe shall conform to ASTM A53, Grade B, and structural tubing shall conform to A500, Grade B. All work shall be galvanized after fabrication in accordance with the requirements of Division 9. Work shall be completed in accordance with AWS D1.1 and AWS D1.0.72. Qualification for this work shall be in accordance with AWS B3.0-41.

PART 3 - EXECUTION

3.01 CONSTRUCTION GENERAL REQUIREMENTS

- A. Metalwork shall be carefully installed as shown on the Drawings or as directed by the Owner. Metalwork that is bent, broken, or otherwise damaged shall be repaired or replaced by the Contractor to the satisfaction of the Owner, at no additional cost to the State.
- B. Metalwork to be embedded in concrete is to be placed accurately and held in the correct position while the concrete is placed, or if shown or accepted, recesses or blockouts shall be formed in the concrete and the metalwork shall be grouted in place. The surfaces of all metalwork in contact with or embedded in concrete shall be thoroughly cleaned of all rust, dirt, grease, loose scale, grout, mortar, and other foreign matter and coated with a coal tar epoxy coat. All metalwork shall have proper fit-up and shall be job-measured where necessary.

3.02 INSTALLATION

- A. Bearing Plates, Guides, and Angles: Units shall be set so that edges are flush and square with the floor and/or wall. Use extreme care to ensure that embedded items are set at correct spacing and are perpendicular as shown. All metal shall be cut and/or ground to match chamfer of concrete.
- B. After fabrication, metal items that are removable shall be tested in their intended location. Operation shall be verified fit by approval of the Owner.

END OF SECTION 05500

**SECTION 05990
MISCELLANEOUS METALS**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Work consists of furnishing all labor, materials and equipment for the fabrication and erection of all metal fabrications shown on the Drawings and as specified which are not part of structural steel or other metal systems specified in Division 5.
- B. Work includes, but is not limited to, embedded and non-embedded metal work and fabrication of the following:
 - 1. Grating – aluminum and galvanized steel
 - 2. Aluminum angles, brackets, hangers, frames, channels, and assemblies
 - 3. Steel – angles, brackets, hanger, frame and channels, assemblies, and miscellaneous steel fabricated items
 - 4. Anchor bolts and expansion anchors
 - 5. Bolts, nuts and washers
 - 6. Ladders and steps (rungs)
 - 7. Stair assembly
 - 8. Handrails
 - 9. Guardrails
 - 10. Guides and other embedded items
 - 11. Metal Framing Systems

1.02 SUBMITTALS

- A. Product Data: Contractor shall submit manufacturer's descriptive literature and installation instructions.
- B. Shop Drawings: Contractor shall submit Shop Drawings that verify field dimensions for metal fabrications for the Owner's review and acceptance (in accordance with the General Conditions) of all fabricated items prior to shop fabrication. Contractor shall indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, welded connections (using standard AWS welding symbols), and weld lengths and shall included erection drawings, elevations, details and data for welding materials and methods to be used.

1.03 QUALITY ASSURANCE

- A. All welders shall be qualified in accordance with AWS 83.0-41 within the past 12 months. Written certifications for welders performing work shall be furnished to the Owner.
- B. Mill-spot markings of ally and temper shall be placed on aluminum products. If such markings are obliterated or eliminated in fabrication, the fabricator shall furnish a certificate verifying the information.
- C. Waterproof welds shall be tested to ensure proper function for intended applications.

1.04 REFERENCE STANDARDS

- A36 Structural Steel
- A53 Steel pipe, Grade B
- A123 Zinc (Hot-dip Galvanized) Coatings on Products Fabricated from Rolled, Pressed and Forged Steel Shapes, Plates, Bars and Strip
- A167 Stainless Steel Plate, Sheet and Strip, Type 302, 304 and 316
- A193 Stainless Steel Bolts
- A194 Stainless Steel Nuts
- A307 Carbon Steel Externally Threaded Standard Fasteners
- A386 Zinc Coating (Hot-dip) on Assembled Steel Products
- A526 Steel Sheet, Zinc-coated (Galvanized) by the Hot-dip Process, Commercial Quality
- B308 Aluminum-alloy, 6061-t6, Standard Structural Shapes, Rolled or Extruded
- F468 Nonferrous Bolts, Hexcap Screws and Studs for General Use
- AWS B3.0-41 Standard Qualification Procedure
- AWS D1.0.72 Code for Welding in Building Construction
- AWS D1.1. Structural Welding Code – Steel
- WA-20 Welding Aluminum (Aluminum Association) Specifications for Aluminum Structures, April 1982 (Section 1 of Aluminum Construction Manual)

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Furnish all connectors, fasteners, welded metal and miscellaneous items required to complete and construct the items shown on the Drawings.

DIVISION 5 – METALS

- B. Unless otherwise shown, the fasteners and connectors shall be of the same material as the attached metal, except for aluminum where fasteners and connectors shall be stainless steel. All fasteners used for submerged or “wet locations” shall be stainless steel.
- C. Furnish washers and lock washers for all bolted connections unless otherwise noted. Washers and lock washers shall be of the same material as fasteners and connectors.
- D. Anchor bolts embedded in concrete and subjected to intermittent or continuous submergence during hatchery operations shall be stainless steel. Other anchor bolts shall be hot-dip galvanized unless otherwise noted.
- E. Hot-Dip Galvanizing: Unless otherwise specified, shall be after fabrication.
- F. Welded Studs and Anchors: Provide anchor units or approved equivalent of diameter and length indicated on the Drawings. Install in accordance with manufacturer’s recommendations and as shown on the Drawings.

2.02 GRATING

A. Galvanized Steel Grating:

1. Walkway grating shall be GS Metals Corporation Grip Strut Regular-Duty Safety Grating (12 gauge steel), 3 inch channel height in widths as shown on the Drawings.
2. All grating shall be field measured for proper cut-outs and fit, with all cuts banded and treated with a brush-applied, galvanizing protective coating as specified in Division 9– Finishes.
3. Grating to be anchored to grating supports with 5/16 inch carriage bolts and Grip Strut anchoring device, 4 bolts per panel minimum, unless otherwise noted.
4. All field cuts shall be cold galvanized.

2.03 ALUMINUM ANGLES, BRACKETS, FRAMES, LIGHT STRUCTURAL ALUMINUM FRAMING AND RELATED MISCELLANEOUS ALUMINUM FABRICATED ITEMS (NIC)

- A. General: Work consists of providing all aluminum fabricated items shown on the Drawings in the numbers, sizes, dimensions and configuration as indicated on the Drawings.
- B. Structural aluminum shapes and plates shall be fabricated from aluminum alloy 6061-T6 unless otherwise noted or approved by the Owner. Protect all surfaces from damage by weld splatter and accidental scratching. Grind and polish (120 grit, A203 abrasive) all exposed weld surfaces to provide a smooth, uniform, polished surface. Welding shall conform to WA-20. Provide full length or perimeter aluminum welding unless specifically directed not to in the Drawings. Protect items from heat warp and distortion. Maintain true and square mitered joints for all frames and similar items. Test all waterproof welds and repair or replace any that leak.
- C. Screens: (Provided by Owner)
 1. Screen guides fabricated from bent plates shall have all edges broken and rounded. All guides shall be trimmed and ground to match raceway wall bevel.

2. Aluminum screens shall have a welded framework of rectangular tubing with all welds ground smooth. Frames shall be faced on one side with a perforated aluminum plate 1/8 inch thick, with perforations to be in a 3/32 inch x 1 1/4 inches vertical slot offset pattern, 43% open, perforated plate aluminum alloy 5052. The die side of the slots (smooth side) shall face away from the frame, unless shown otherwise on Drawings.

D. Coat only aluminum items to be embedded or in surface contact with concrete with coal tar epoxy paint system as identified in Division 9. Do not paint the exposed portion of these aluminum items.

E. All bolts, nuts, washers, and screws used for assembly or mounting of aluminum-fabricated items shall be stainless steel Type 304 or 316. Do not use plated or galvanized assembly hardware with aluminum-fabricated items.

2.04 STEEL ANGLES, BRACKETS, HANGERS, FRAMES, CHANNELS, ASSEMBLIES AND MISCELLANEOUS STEEL FABRICATED ITEMS

A. General: Work consists of providing all steel fabricated items shown on the Drawings in the numbers, sizes, dimensions, and configuration as indicated on the Drawings.

B. Structural steel shapes and plates shall be fabricated from A36 steel unless otherwise noted or approved by the Owner.

2.05 ANCHOR BOLTS, EXPANSION ANCHORS & ADHESIVE ANCHORS

A. Anchor bolts, nuts, expansion anchors, bolts and washers shall be hot-dip galvanized coated except where noted on the Drawings or when the application results in the bolts being continuously, or intermittently submerged in water or in contact with aluminum fabricated items. In such cases, the anchor assembly shall be stainless steel.

B. Structural steel shapes and plates shall be fabricated from A36 steel unless otherwise noted or approved by the Owner.

2.06 BOLTS, NUTS, WASHERS, AND SHEET METAL SCREWS

All bolts and nuts that will be continuously or intermittently in contact with water during hatchery operations shall be stainless steel conforming to ASTM A193 and ASTM A194 for the type approved. Type shall be 304-316. All other bolts, nuts and washers shall be hot-dip galvanized unless specifically identified as other materials, with the exception that all assembly hardware for aluminum fabrication shall be stainless steel. No galvanized, plated or anodized material shall be used with aluminum as specified in Paragraph 2.03.

2.07 LADDERS AND STEPS

Ladders and steps may be fabricated from properly designed structural pieces to the dimensions and elevations shown on the Drawings, or they may be furnished by an industrial ladder/step manufacturer. Ladders and steps shall be designed and installed to meet or exceed all applicable OSHA and/or ANSI standards for industrial ladders.

2.08 HANDRAIL AND GUARDRAIL

Handrails and railings shall be fabricated as shown on the Drawings and shall be welded construction or other approved system. All welds shall be ground smooth after completion and the assembly galvanized as specified in Division 9 (see Sections of Division 5).

2.09 METAL TRASH RACK

- A. Metal trash racks shall be fabricated as shown on the Drawings.
- B. All trash racks members shall be fabricated from structural grade steel conforming to one of the following ASTM specifications: A570 GR 33, A 446 GR A.
- C. All fittings shall be fabricated from steel conforming to one of the following ASTM specifications: A575, A 576, A 36, or A 635.
- D. Steel rack members channel shall be hot-dip galvanized finish.

PART 3 – EXECUTION

3.01 CONSTRUCTION – GENERAL REQUIREMENTS

- A. Metalwork shall be carefully installed as shown on the Drawings or as directed by the Owner. Metalwork that is bent, broken, or otherwise damaged shall be repaired or replaced by the Contractor, to the satisfaction of the Owner, at no additional cost to the State.
- B. Metalwork to be embedded in concrete is to be placed accurately and held in the correct position while the concrete is placed, or if shown or accepted, recesses or blockouts shall be formed in the concrete and the metalwork shall be grouted in place. The surfaces of all metalwork in contact with or embedded in concrete shall be thoroughly cleaned of all rust, dirt, grease, loose scale, grout, mortar and other foreign matter and coated with a coal tar epoxy coat. All metalwork shall have proper fit-up and shall be a job-measured where necessary.

3.02 SURFACE TREATMENT, SHOP APPLIED

- A. Steel Galvanized Surfaces: Unless otherwise specified, all elements shall be hot-dip galvanized conforming to the applicable requirements of ASTM A123, A153, A385 and A525. Provide minimum of 2.3 ounces per square foot galvanizing on all surfaces (reference Division 9).
- B. Aluminum: Unless otherwise specified, aluminum shall have a smooth, polished finish and be cleaned of oils, chemical or other foreign matter using acid wash after fabrication. No rough grinding marks or welding splatters shall be permitted on aluminum items. In all cases, edges shall be radiused to remove sharp edges.
- C. Stainless Steel: Stainless steel shall have the standard mill finished and be cleaned of all foreign matter before delivery to the job. Stainless steel shall have smooth polished surfaces and edges.

3.03 INSTALLATION

- A. Bearing Plates, Guides, and Angles: Units shall be set so that edges are flush and square with the floor and/or wall. Use extreme care to ensure the embedded items are set at correct spacing and are perpendicular as shown. All metal shall be cut and/or ground to match chamfer of concrete.

- B. Anchor bolts:
 - 1. Unless noted on the Drawings, expansion anchors set in holes drilled in the concrete after the concrete is placed will not be permitted in substitution for anchor bolts except with the prior written acceptance of the Owner.

 - 2. After anchor bolts have been embedded, their threads shall be protected by having the nuts screwed on or by other accepted means until the time of installation of the equipment or metal work.

- C. After fabrication, each screen, baffle and other miscellaneous metal items that are removable shall be tested in their intended location. Operation shall be verified fit by approval of the Owner.

END OF SECTION 05990

**SECTION 09000
GENERAL FINISHES PROVISIONS**

PART 1 - GENERAL

1.01 SECTION INCLUDES

This section specifies general requirements for all sections of Division 9 - Finishes.

1.02 RELATED SECTIONS

Not Used.

1.03 REFERENCES

References listed in Division 9 are from the following organizations' publications and reference standards:

ANSI – American National Standards Institute

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

AWWA – American Waterworks Association

FS – Federal Specification

GA – Gypsum Association

NSF – National Sanitation Foundation

SSPC – Steel Structures Painting Council

TCA – Tile Council of America

IBC – International Building Code

1.04 QUALITY ASSURANCE

A. Protect adjoining surfaces before work begins.

B. Install all finishes according to the manufacturer's written instructions.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in unopened packages. Store materials flat, on edge, or rolled, as recommended by the manufacturer.

B. Protect all materials from exposure to moisture, sunlight, and other excessive weather conditions.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 09000

**SECTION 09900
PAINTING****PART 1 - GENERAL**

1.01 SECTION INCLUDES

- A. Work under this section includes painting work as shown on the Drawings and Schedules, and as follows:
1. Painting and finishing of interior and exterior exposed items and surfaces designated in Table 09900 - 3.07, except as otherwise specified or as shown on Drawings.
 2. Painting of mechanical grilles, registers, louvers (except aluminum), and panel covers and frames for electrical work and systems.
 3. Painting roof and exterior wall-mounted equipment excluding aluminum and factory-finished items.
 4. "Paint" as used herein means all coating systems, materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coats.
 5. Painting all exposed surfaces whether or not colors are designated in schedules, except where the natural finish of the material is specifically noted as a surface not to be painted.
 6. Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas. If finish is not designated, the Engineer will select the materials or system.
 7. Steel shall be hot-dip galvanized unless otherwise noted.
- B. The following categories of work are not included as part of the field-applied finish work, or are included in other sections of these Specifications:
1. Shop Priming: Unless otherwise specified, surface preparation and shop priming of ferrous metal items is included under the various sections for the work.
 3. Prefinished Items: Unless otherwise indicated, do not include painting when factory finishing or installer finishing is specified for such items as (but not limited to) exterior concrete, metal toilet enclosures, acoustic materials, factory-finished casework, finished mechanical and electrical equipment including light fixtures, main switchgear, and distribution cabinets.
 4. PVC Pipe shall not be painted.
 5. Finished Metal Surfaces: Metal surfaces of anodized aluminum, factory-painted aluminum, stainless steel, chromium plate, copper, bronze, and similar finished materials will not require finish painting, unless otherwise indicated.

DIVISION 9 – FINISHES

6. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor, and fan shafts will not require finish painting unless otherwise indicated.
7. Unfinished Areas: Do not paint floors, walls, or ceilings of rooms or spaces scheduled as unfinished.
8. Do not paint exterior exposed concrete unless noted otherwise.
9. Do not paint exterior exposed masonry unless noted otherwise.

1.02 QUALITY ASSURANCE

- A. Standard: Where not otherwise specified, follow recommendations of Painting Specifications by Painting & Decorating Contractors of America, "Type 1, Recommended Jobs."
- B. Single-Source Responsibility: Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer and only within recommended limits.
- C. Coordination of Work: Review other sections of these Specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use to ensure compatible prime coats are used.
- D. Completed work shall be free from disfiguring marks, blemishes, or damages due to faulty work or handling of the completed work.
- E. Dry-film thickness of the applied coatings shall conform to manufacturer's minimum recommended total dry-film thickness. Film thickness may be determined when dry by Engineer with a magnetic thickness gauge. Deficiencies in film thickness may be corrected by application of additional coat(s) of paint.

1.03 PROJECT CONDITIONS

- A. Do not apply paints and varnishes when surface temperature is below 50°F unless otherwise specified. Do not paint exterior surfaces during damp, frosty, or rainy weather, or until surface has thoroughly dried from such weather except by prior approval of the Engineer. Such approval, however, shall not relieve Contractor of the responsibility to conform with these Specifications and manufacturer's recommendations. Avoid painting surfaces exposed to hot sun.
- B. Provide adequate, continuous ventilation and sufficient heating in the facility to maintain temperatures above 50°F for 24 hours before, during, and 48 hours after application of finishes.
- C. Provide adequate lighting on surfaces while painting and after drying for inspection.

1.04 EXTRA STOCK

Furnish 1 gallon each of building interior and exterior finishes. Containers shall be tightly sealed and clearly labeled for identification.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

These Specifications are based on products of Sherwin-Williams and Wasser High-Tech Coatings.

2.02 MATERIALS AND SYSTEMS

- A. Paint Schedule: Refer to schedule at the end of this section. Proprietary names are listed to establish materials and quality required.
- B. Color Pigments: Pure, nonfading, applicable types to suit the substrates and services indicated. Limit lead content as required by law.
- C. Paint Coordination: Provide finish coats that are compatible with prime paint used. Provide barrier coats over incompatible primers or remove and reprime as required. Notify the Engineer in writing of any anticipated problems using specified coating systems with substrates primed by others.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Thoroughly examine surfaces scheduled to be painted prior to commencement of work. Report in writing to the Engineer any condition that may potentially affect proper application. Do not begin until such defects have been corrected.
- B. Correct defects and deficiencies in surfaces that may adversely affect the work of this section.

3.02 PROTECTION

- A. Adequately protect other surfaces from paint and damage. Repair damage as a result of inadequate or unsuitable protection.
- B. Place cloths and material that may constitute a fire hazard in closed metal containers and remove daily from site.
- C. Remove electrical plates, surface hardware, fittings, and fastenings prior to painting operations. These items are to be carefully stored, cleaned, and replaced on completion of work in each area. Do not use solvent to clean hardware that may remove permanent lacquer finish.

3.03 PREPARATION OF SURFACES

- A. Surfaces shall be prepared in strict accordance with the paint manufacturer's recommendations and these Specifications.
- B. General:
 - 1. Remove mildew by scrubbing with solution of trisodium phosphate and bleach. Rinse with clean water and allow surface to dry completely.

2. Unpainted work (especially plywood) that has been allowed to water stain or weather, shall be sanded to a fresh surface before priming.

C. Concrete/Masonry:

1. Remove contamination, acid etch, and rinse new concrete floors with clear water. Ensure required acid-alkali balance is achieved. Allow to dry thoroughly.
2. Remove dirt, loose mortar, scale, powder, and other foreign matter from concrete and concrete-block surfaces that are to be painted or to receive a clear seal. Remove oil and grease with a solution of trisodium phosphate, rinse well, and allow to thoroughly dry.
3. Remove stains from concrete and concrete-block surfaces caused by weathering of corroding metals with a solution of sodium metasilicate after being thoroughly wetted with water. Allow to dry thoroughly per manufacturer's recommendations.

D. Metals:

1. Galvanized Surfaces: Unless otherwise specified, all elements shall be hot-dip galvanized conforming to the applicable requirements of ASTM A123, A153, A385, and A525. Provide minimum of 2.3 ounces per square foot galvanizing on all surfaces.
2. Remove grease, rust, scale, dirt, and dust from steel surfaces. Where heavy coatings of scale are evident, remove by wire brushing, sandblasting or any other necessary method. Ensure steel surfaces are satisfactory before paint finishing. Provide SSPC-SP surface where specified.
3. Clean unprimed steel surfaces by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime surfaces to indicate defects, if any. Paint after defects have been remedied.
4. Sand and scrape shop-primed steel surfaces to remove loose primer and rust. Feather out edges to make touchup patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces.
5. Remove surface contamination and oils from galvanized surfaces to receive paint and wash with solvent. Apply coat of etching type primer.
6. Remove surface contamination from aluminum surfaces requiring a paint finish by steam, high-pressure water, or solvent washing. Apply etching primer or acid etch. Apply paint immediately if acid etching.

E. Gypsum Wallboard: Remove contamination from gypsum board surfaces and prime prior to texturing to show defects, if any. Paint after defects have been remedied (refer to Section 09250).

F. Wood: Wipe off dust and grit from miscellaneous wood items and millwork prior to priming. Spot coat knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried and sand between coats. Backprime interior and exterior woodwork.

3.04 APPLICATION

- A. Paints shall be applied in accordance with the manufacturer's recommendations. When applied by sprayer, as a minimum each coat of paint shall be backrolled.
- B. Where more than 1 coat of paint is to be applied, each undercoat shall be tinted so as to make a visible difference from succeeding coats. The finish coat shall be of the color chosen by the Engineer.
- C. All new painting adjacent to existing painting shall be distinctly cut or blended in to make a neat appearing cut-off line or transition. All damaged portions of existing paint due to this Contract shall be repainted in a matching color to existing surfaces.
- D. Allow each coat of finish to dry before following coat is applied, unless directed otherwise by manufacturer.
- E. Where clear finishes are required, ensure tint fillers match natural wood color. Work fillers well into the grain before set. Wipe excess from the surface.

3.05 MECHANICAL AND ELECTRICAL EQUIPMENT

Not Used.

3.06 CLEANING

- A. As work proceeds and upon completion, promptly remove paint where spilled, splashed, or spattered.
- B. Upon completion of work, leave premises neat and clean to the satisfaction of the Engineer.

3.07 PAINT SCHEDULE

Paint for surfaces shall follow Table 09900-3.07 shown on the next page.

TABLE 09900 – 3.07 PAINT SCHEDULE						
		Coats/Paint				
Surface	Paint Type	# Coats, Primer	# Coats, Finish	Gloss	Preparation	Notes
Aluminum in contact w/ concrete	Epoxy	1/All Weather Epoxy	1/All Weather Epoxy	Semi	Clean, dry	
Concrete floor	Epoxy	N/A	1/ArmorSeal 1000	N/A	Acid etch. Rinse	A, no cure agents
Concrete, architectural	MC-Urethane	1/MC-Luster w/ MC-Thinner	1/MC-Luster	Low	Acid etch, rinse	A
Galvanized metal, hot dip touchup	Zinc Polystyrene	N/A	1/Zinc Clad 5	N/A	Wire brush, no rust	B
Galvanized metal, painted	MC-Urethane	MC-Prep Bond	1/MC-Luster	Low	SSPC-SP1	C
Gypsum wallboard	Latex Enamel	2/ProMar 200	2/ProMar 200	Semi	Clean, dry	D
Interior, repaint	Latex Enamel	Spot/ProMar 200	2/ProMar 200	Semi	Clean, dry	H
Masonry, exterior	MC-Urethane	1/MC-Luster w/ MC-Thinner	1/MC-Luster	Low	Pressure wash, dry	A
Masonry, exterior, repaint	Acrylic Latex	Spot/ProMar Block Filler	2/A-100	Semi	Press, wash, scrape, brush	A
Metal, ferrous (non shop-primed)	MC-Urethane	1/MC-Zinc 1/MC-Ferrox B	1/MC-Luster	Low	SSPC-SP6	Where noted in Drawings
Metal, ferrous (shop-primed)	MC-Urethane	1/MC-Ferrox B	2/MC-Luster	Low	SSPC-SP6	
Pipe and fittings, steel, exposed	MC-Urethane	1/MC-Zinc	2/MC-Luster	Low	Clean, dry	
Wood, exterior, paint	Acrylic Latex	1/A-100	2/A-100	Semi	Clean, dry	A
Wood, exterior, repaint	Acrylic Latex	Spot/A-100	1/A-100	Semi	Press, wash, scrape, brush	A, H
Wood, exterior, stain	Alkyd Stain	N/A	1/A-14	Semi	Clean, dry	
Wood, interior, paint	Alkyd Enamel	1/ProMar 200	2/ProMar 200	Semi	Fill, sand, clean	F, G
Wood, interior trim and doors, stain	Oil Stain, Polyurethane	1/Oil Stain	2/Polyurethane Vanish	Satin	Fill, sand, clean	E, F

NOTES

- A = Apply with sprayer, brush, or roller
- B = For damaged hot-dip galvanizing field repair
- C = Paint galvanized metal only where expressly noted on Drawings
- D = One prime coat prior to texture, second after texture application, if textured
- E = Mix stain with wood filler for open grained wood and filling holes
- F = Putty fill nail holes, dowel plug countersunk holes
- G = Spot prime/shellac knots, pitch streaks
- H = Verify original paint compatible with new paint
- MC = Wasser brand designation

Other paints are Sherwin Williams designations

END OF SECTION 09900

**SECTION 13140
PRE-ENGINEERED, PREFABRICATED ALUMINUM GANGWAY RAMPS AND BRIDGES**

PART 1 - GENERAL

1.01 SUMMARY

Furnish, deliver, and install a new pre-engineered, prefabricated aluminum gangway ramp as shown on the Drawings with all new materials to a site located at 2620 Green Ave Manson, WA 98831. The completely fabricated and assembled structure shall be transportable in one unit and be ready for installation at the site.

1.02 RELATED WORK

Provisions for the General Conditions, Supplemental Conditions, and Division 1 of the Contract are by this reference a part of this division and shall govern work under this division where applicable.

1.03 REFERENCES

- | | |
|---------|---|
| AA | Aluminum Association – Aluminum Design Manual |
| AASHTO | American Association of State Highway and Transportation Officials – Standard Specifications for Highway Bridges; and Guide Specifications for the Design of Pedestrian Bridges |
| ASTM | ASTM International (formerly American Society of Testing and Materials) |
| AWS | American Welding Society – Standard Specifications for Structural Aluminum and Structural Steel |
| AISC | American Institute of Steel Construction – Manual of Steel Construction |
| IBC | International Building Code, 2006 Edition |
| | Guide to Stability Design Criteria for Metal Structures, by T. B. Galambos |
| SSPC-SP | Steel Structures Painting Council – Surface Preparation |

1.04 SUBMITTALS

- A. Submit 3 sets of the following documents and receive approval from the Owner for items 1, 2, 3, and 4 prior to ramp fabrication (pdf documents may be acceptable with prior approval from the Owner):
1. Design Calculations: Complete design calculations prepared, signed, and sealed by a Professional Engineer registered in the State of Washington, with at least 5 years of experience in the design of aluminum gangway ramps and/or aluminum bridges. The calculations shall clearly state all design assumptions, criteria, and methodology for all elements of design. The calculations at a minimum shall verify all design criteria specified, and shall include, but not be limited to the following:

DIVISION 13 – SPECIAL CONSTRUCTION

- a. Allowable Stress Checks for axial, bending, and shear forces in the critical member of each truss member type including, but not limited to top and bottom chords, floor beams, verticals, diagonals, and braces. Controlling loads for critical member and connection design shall be listed for each member or member size in the design.
 - b. Critical Connection Failure Modes for each truss member type, with special attention to welded tube on tube connections.
 - c. Bolted Splice Connections - Not Used.
 - d. Deflection Checks for all members.
 - e. Top Chord Lateral Stability Checks.
 - f. Decking.
 - g. Shore Mount and Float Connection Assemblies including reactions
 - h. Bearing Plates including bearing, uplift and shear reactions where shown on the Drawings.
 - i. Vibration.
2. Design Drawings: Complete fabrication Drawings prepared, signed, and sealed by a Professional Engineer registered in the State of Washington with at least 5 years of experience in the design of aluminum gangway ramps and/or aluminum bridges. Size of Drawings shall be 11" x 17."
 3. Qualifying Fabricators: See *PARAGRAPH 1.06 - QUALITY ASSURANCE*.
 4. Catalog Cuts and Loading Charts: Provide complete catalog cuts and loading charts for decking material.
 5. Mill Test Certificates: Complete mill test certificates shall be furnished for the aluminum truss members, plates, decking, hardware, and for all steel components.
 6. Erection Instruction and Parts List: Provide actual lifting weights, attachments points, along with complete written erection instructions including field splicing where applicable, and parts list.
 7. Warranty: Provide a 1 year warranty from the fabricator that warrants the structure to be free of design, material, and workmanship defects for a period of 1-year from date of delivery.

1.05 FABRICATION

- A. All welding shall be done in a manner and by welders certified in accordance with the requirements and qualification tests of AWS D 1.1 for steel and AWS D 1.2 for aluminum.
- B. Wherever moisture can gain access into a sealed tube and become trapped, a drain hole (weep hole) must be provided at the lowest point in the member. Clip angles or brackets shall

DIVISION 13 – SPECIAL CONSTRUCTION

be welded to ramp structural components wherever additional attachments must be hung or attached to the ramp, in lieu of drilling or bolting directly into the tubular members. Clip angles or brackets shall be designed for all applicable loads.

- C. All steel members and hardware shall be isolated from contacting all aluminum materials with UHMV plastic strips and/or bushings, to prevent dissimilar metal contact.
- D. Where a paint finish is specified:
 - 1. All exposed surfaces to be painted shall be blast cleaned in accordance with SSPC-SP6 Blast Cleaning.
 - 2. All exposed surfaces to be painted shall receive shop applied primer and finish coats as specified.

1.06 QUALITY ASSURANCE

- A. Qualified fabricators must have at least 5 years of experience in designing and fabricating pre-engineered, prefabricated aluminum gangway ramps and/or aluminum bridges, and 5 years of successful aluminum gangway ramp or aluminum bridge projects of similar construction, each of which has been in service for at least 3 years. List location, structure size, owner, and contact for each reference for each project for a minimum of six (6) projects. See Paragraph 1.04 - Submittals.
- B. Certifications: See Paragraph 1.04 - Submittals.

PART 2 - PRODUCTS

2.01 GANGWAY RAMP STRUCTURE

- A. Structure Type: Shall be a *Warren* style clear span truss, fabricated from aluminum, transportable in one unit. All members of the vertical trusses (top and bottom chords, verticals, floor beams, diagonals, and bracing) shall be fabricated from square or rectangular aluminum tubing. Other structural members shall be fabricated from structural aluminum shapes. Shore mount and float connection assemblies may be fabricated from steel, and isolated to prevent dissimilar metal contact where required for strength and fatigue considerations.
- B. Materials:
 - 1. Aluminum: All structural aluminum including tubes, plates, angles, and pipe shall be Alloy 6061-T6 per ASTM B308.
 - 2. Decking: shall have the capacity for the loads specified while conforming to specified deflection criteria. Decking shall be fabricated from pultruded fiberglass and meet ADA surface requirements and shall not have spaces greater than 1/2 inch wide, perpendicular to the normal flow of traffic. Decking shall be placed to span transversely (perpendicular to the normal flow of traffic). Deck to frame connection, shall be approved by the owner prior to fabrication. Catalog cuts and loading charts shall be provided for decking information.

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FIBERGRATE MINI-MESH or equal, with 1/2 inch by 1/2 inch openings meets these requirements. Color to be gray.

3. Structural Steel: All structural steel shall be at a minimum ASTM A36, hot dipped galvanized per ASTM A123 or A153 after fabrication.
4. Bolts: All bolts at a minimum shall be ASTM A307 with a hot dipped galvanized finish.
5. Stainless Steel: Stainless steel fasteners shall be ASTM A276 Grade 304 or Grade 316.
6. Rollers: Rollers, where required, shall be UHMW (ultra-high molecular weight polyethylene) with black ultraviolet light inhibitor added.

C. Attachments:

1. Horizontal Safety Rails shall be continuous 1/2 inch diameter Schedule 40 aluminum pipe placed up to 42 inches above the deck surface on truss verticals to reduce clear space to 4 inches maximum so as to prevent passage of a 4 inch sphere. The height for the upper chord member shall be at a minimum 42 inches as measured from the top of deck surface to the top of upper chord member. Safety rails shall be placed on the inside of the truss, with their ends sealed and ground smooth to prevent sharp edges. See design criteria.
2. Handrails (grab rails) shall be continuous extruded aluminum as shown or schedule 40 aluminum pipe, along both sides of the walking surface and shall have pipe extensions a minimum of one foot beyond the primary walking surface at each end where shown on the plans. The ends shall be returned into the truss body without sharp or catching edges. The top of the handrail shall be 34 inches above the walking surface. The handgrip portion of the handrails shall not be less than 1 1/4 inches or greater than 2 inches in outside diameter or the shape shall have an equivalent gripping surface. A minimum of 1 1/2 inches clearance shall be provided between the gangway truss and backside of the handgrip. See design criteria.
3. Transition and Cover Plates shall be provided at each end of the ramp or bridge, for the full width of the deck. The transition plate shall be affixed by a hinge to the structure and shall have a length long enough to provide a slope, which does not exceed the maximum slope of the structure. The cover plate shall be affixed by a hinge to the structure to cover the gap between the structure end floor beam and back wall of the abutment or end of float as shown. The leading edge of each plate shall be UHMW that has been profiled to create no more than a 1/4 inch rise. The plates shall be fabricated from aluminum plate, stiffened as required to satisfy deflection criteria, and shall have arc-sprayed Duralcan 90/10 anti-skid aluminum garnet traction coating.
4. Shore Mount Connection Assembly (gangway to shore structure) shall be designed to accommodate all loads and movements in all three axes and to adapt to new or existing mounting surface as shown on the Drawings. For concrete bulkheads or abutments, assume a 28 day concrete compressive strength of 3000 psi.
5. Roller and Roller Guide Tracks where shown on the Drawings shall be skid shoes fabricated from UHMW (ultra-high molecular weight polyethylene) and shall be designed to accommodate all loads and to adapt to new or existing mounting surface as shown on the Drawings. Guide tracks shall be long enough to allow for full longitudinal movement through all water elevation changes and shall restrict any lateral movement of the

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gangway at the landing. The gangway fabricator shall coordinate with the floating dock system fabricator to assure that the attachment of the connection meets all design criteria.

6. Bearing Plates where shown on the Drawings shall be aluminum plates with the capacity to transfer the specified loads to the foundation.
 7. Identification Plates – Attach 1 plate at the lower end of the structure, fabricated from stainless sheet steel with the following data etched onto the plate:
 - a. Manufacturer
 - b. Date of Fabrication
 - c. Serial Number
 - d. Design Live Load in pounds per square foot
 - e. Span x Width
- D. Design Criteria: The ramp shall be designed in accordance with *IBC, 2006 Edition*, and the Specifications for Aluminum Structures except where noted. Load Combinations shall be per *IBC* using Allowable Stress Design Basic Load Combinations.
1. Dead Load: Actual, including but not limited to self weight and collateral loads.
 2. Live Load:
 - a. Uniform Live Load: 100 psf uniformly distributed live load, not reducible.
 - b. Other Live Load: Not Used.
 3. Wind Load: Apply 35 psf to the normal projected area of all elements of the gangway. Wind loading shall be considered both in the design of the lateral load bracing system and in the design of the frame members.
 4. Snow Load: 57 psf non-concurrent with Live Load.
 5. Seismic Load: IBC Seismic Load Provisions for non-building structures. The gangway shall be designed to be a complete load path with the capacity to transfer all seismic loads from their point of origin to load resisting elements.
 6. Top Chord/Handrail/Horizontal Safety Railing/Vertical Truss/Members: The top chords, truss verticals, floor beams, and their connections shall be designed for both lateral wind loads and top chord stability per Holt's method as outlined in Guide to Stability Design Criteria for Metal Structures, by Galambos. At a minimum the loading for the top chord/railing shall not be less than 50 pounds per linear foot transversely and vertically, acting simultaneously on each longitudinal member. The load for the vertical truss members shall not be less than 50 pounds times the post spacing applied at the center of gravity of the upper chord tributary to the vertical member.

Handrail (grab rail) attachment and components of the handrails shall be capable of withstanding a lateral load of 50 pounds per lineal foot.

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Horizontal safety rail system shall be continuous aluminum Schedule 40 pipe. Intermediate rails and supports shall be capable of withstanding a lateral load of 25 pounds per square foot.

7. Decking: Decking material shall be designed for a concentrated vertical load of 400 pounds distributed over a one square foot area.
8. Collateral Loads:

Utility= none
Other= none
9. Wearing Surface: Not Used.
10. Connections: Tubular connections shall be designed per *Aluminum Association Specifications & Guidelines For Aluminum Structures*.
11. Splices: Not Used.
12. Deflection:
 - a. Main Truss: Vertical deflection of the main truss shall not exceed L/400 with service pedestrian live load for spans 60 feet or less and L/360 for spans greater than 60 feet.
 - b. Floor System: Vertical deflection of the floor system members (deck, floor beams and stringers) due to service pedestrian live load shall not exceed L/360.
 - c. Wind Load: Horizontal deflection of the main shall not exceed L/360 due to lateral wind load.
13. Camber: The ramp shall be cambered to compensate for dead load.
14. Vibration: The fundamental frequency of the structure shall be 3 Hz or greater on structures with spans 60 feet or less.
15. Finish: Aluminum - Mill Finish Steel – galvanized.

E. Dimensions:

1. Length: 60'-0" (measured centerline pin to centerline pin).
2. Width: 4'-0" (clear distance between face of trusses).
3. Top Chord Rail Height: 42 inches minimum as measured from top of deck to top of upper rail.
4. Water Elevation Change: 4'-0".

PART 3 - EXECUTION

3.01 DELIVERY, STORAGE, AND HANDLING

- A. Submittals shall be submitted to the Owner within 4 weeks after Notice To Proceed.
- B. The delivery of the ramp structure to the site shall be coordinated with the Contractor as to date and time. The Fabricator shall be responsible for delivering the ramp to the site location. The Contractor will be responsible for off-loading and placing the structure.
- C. The delivery site will be as shown on the Vicinity Map. The Fabricator shall be responsible for route selection and compliance with all load, height, or width limits.
- D. Provide erection instructions as required in Paragraph 1.04 - Submittals.

END OF SECTION 13140

**SECTION 13155
PRE-ENGINEERED, PREFABRICATED FISHING FLOATS**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Furnish, deliver, and install a new pre-engineered, prefabricated fishing float system as shown on the Project Drawings and specified herein. The float system shall be transportable in completely fabricated and assembled float units ready for installation. The following specifications shall be the minimum criteria for the fishing float system.

1.02 GENERAL

- A. Float elements shown on the Project Drawings are for reference only. The float fabricator is responsible for the construction of the final floats in accordance with the Project Drawings and these Technical Specifications.
- B. Fabricator is responsible for providing shop drawings that adhere to the Project Drawings. See Paragraph 1.05 – Submittals. Deviations to the design shall have accompanying structural calculations demonstrating that the alteration still complies to the design criteria shown on the Project Drawings.

1.03 RELATED WORK

Provisions of the General Conditions, Supplemental Conditions, and Division 1 of the Contract are by this reference a part of this division, and shall govern work under this division where applicable.

1.04 REFERENCES

ADA 2010 ADA Standards for Accessible Design

AISC American Institute of Steel Construction
303 – Manual of Steel Construction
360 – Specification for Structural Steel Buildings

ASTM ASTM International (formerly American Society of Testing and Materials)
A36 – Standard Specification for Carbon Structural Steel
A53 – Pipe, Steel, Black and Hot-Dipped, Zinc-coated, Welded and Seamless
A123 – Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
A143 – Standard Practice for Safeguarding Against Embrittlement of Hot-Dip Galvanized Structural Steel Products and Procedure for Detecting Embrittlement
A153 – Zinc Coating (Hot-Dip) on Iron and Steel Hardware
A307 – Carbon Steel Bolts, Studs, and Threaded Rods 60 KSI Tensile Strength
A384 – Standard Practice Safeguarding Against Warpage and Distortion During Hot-Dip Galvanizing of Steel Assemblies
A385 – Standard Practice for Providing High-Quality Zinc Coatings (Hot-Dip)
A500 – Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
A780 – Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings

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D412-16 – Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers – Tension
D47 – Standard Test Method for Rubber Property – Effect of Liquids
D638 – Standard Test Method for Tensile Properties of Plastics
D695 – Standard Test Method for Compressive Properties of Rigid Plastics
D790 – Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
D1149 – Standard Test Methods for Rubber Deterioration – Cracking in an Ozone Controlled Environment
D1505 – Standard Test Method for Density of Plastics by the Density-Gradient Technique
D1998-04 – Polyethylene Upright Storage Tanks
D2240 – Standard Test Method for Rubber Property – Durometer Hardness
D3702 – Standard Test Method for Wear Rate and Coefficient of Friction of Materials in Self-Lubricated Rubbing Contact Using a Thrust Washer Testing Machine
D4976 – Polyethylene Plastics Molding and Extrusion Materials
D6108-13 – Standard Test Method for Compressive Properties of Plastic Lumber and Shapes
D6109-13 – Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastic Lumber and Related Products
D6111-13 – Standard Test Method for Bulk Density and Specific Gravity of Plastic Lumber and Shapes by Displacement
D6117-13 – Standard Test Methods for Mechanical Fasteners in Plastic Lumber and Shapes
D6341-16 – Standard Test Method for Determination of the Linear Coefficient of Thermal Expansion of Plastic Lumber and Plastic Lumber Shapes Between –30 and 140°F (–34.4 and 60°C)

AWS American Welding Society

D1.1 – Structural Welding Code - Steel

C2.23 – Specification for the Application of Thermal Spray Coatings (Metallizing) of Aluminum, Zinc, & Their Alloys & Composites for the Corrosion Protection of Steel

IBC International Building Code – Latest Edition

SSPC Society for Protective Coatings

NACE National Association of Corrosion Engineers

WABO Washington Association of Building Officials

1.05 SUBMITTALS

A. Submit the following documents and receive approval from the Owner prior to fabrication:

1. Qualifying Fabricators: See Quality Assurance.
2. Catalog Cuts and Loading Charts: Provide complete catalog cuts and loading charts for decking material, flotation, benches, and hardware.
3. Mill Test Certificates: Completed mill test certificates shall be furnished for steel shapes, plates, bars, decking, high-density polyethylene (HDPE), ultra-high molecular weight polyethylene (UHMW-PE), and rubber materials.
4. Flotation Test Documents: Provide float tub test documents per section 2.01-B.6.d.

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5. Installation Instructions and Parts List: Provide actual lifting weights and attachments points, along with complete written installation instructions and parts list.
6. Maintenance and Inspection Instructions: Provide complete written maintenance and inspection instructions.
7. Warranty: Provide a written warranty from the Contractor that warrants the structure to be free of design, material, and workmanship defects for a period of three years from delivery date. The float drums shall carry an unconditional warranty for ten years from the date of final inspection.
8. Product Samples: Provide the Owner with the following product samples, matching the specific product size and color proposed for use by the Contractor.
 - a. Fiberglass grating product
 - b. HDPE plastic lumber top and bottom rails
 - c. Mock-up of hinge pipe segment assembly including hot-dip galvanized pipe section and rubber bushing assembly.
9. Welder Qualifications: Qualification test reports and continuity logs proving all welders are currently certified in accordance with AWS D1.1 or WABO. If any welder has not been engaged in the welding process for three or more months, they must requalify before performing any welding work.
10. Inspector Qualifications: Documentation proving the weld inspector is an AWS Certified Weld Inspector (CWI) with a minimum of five years of documented weld inspection experience in development of welding procedures, personnel qualifications, and internal quality assurance.
11. Weld Procedures: Contractor to submit welding procedures for approval of Owner. Welding variables on submitted welding procedures shall conform to weld filler metal manufacturer's recommendations unless a procedure is qualified by testing, in which case procedure qualification records should be submitted with the corresponding procedure.
12. Shop Drawings: Contractor to provide shop drawings showing all geometries and orientations of fabricated components, including steel members, grating (including panel edges), HDPE and UHMW components, and hinges. All welds, holes, and fasteners shall be shown.
13. Project Record Drawings: A redlined set of as-built drawings shall be submitted to the Owner. These documents shall accurately record variations in the work from the original Project requirements.
14. Preheat and Interpass Temperatures: The Contractor shall submit preheat and interpass temperature calculations for all steel to be welded. Preheat for welding shall be in accordance with AWS D1.1 requirements.

1.06 FABRICATION

- A. All welding shall be done in a manner and by welders certified in accordance with the requirements and qualification tests of AWS D 1.1 and AISC 303.

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- B. All stainless steel members and hardware shall be isolated from contacting all carbon steel materials with UHMW plastic strips and/or bushings to prevent dissimilar metal contact.
- C. Sequencing: Scheduling of pile installation and float fabrication and installation shall be conducted with consideration for site subsurface conditions. It is recommended that the Contractor sequence the work such that the as-built locations of the driven piling can be used to locate the pile hoops on the float.
- D. Pile Driving Template: The pile hoops are not designed to be a pile driving template and may be damaged during pile driving. If the contractor elects to use the pile hoops as a driving template and causes damage, the damage shall be fully repaired or the float module replaced at the Owner's discretion at no additional cost to the Owner.

1.07 QUALITY ASSURANCE

- A. Fabricator Qualifications: Qualified fabricators must have at least five years of experience in fabricating pre-engineered, prefabricated float systems, and five years of successful float projects of similar construction, each of which has been in service at least three years. List location, structure size, owner, and contact for each reference for a minimum of six projects. See Paragraph 1.05 - Submittals. The fabricator of the steel frame shall be an AISC-certified fabricator or a registered WABO steel fabricator, and shall have a minimum of five consecutive recorded experiences in the manufacturing of specialty welded steel structures.
- B. Certifications: See Paragraph 1.05 - Submittals.
- C. Inspections: The fabricator shall provide all necessary assistance to the Owner in the inspection of the float system at various stages of construction. A production schedule shall be supplied to the Owner to accomplish this task. Special inspection, if required in accordance with the project permits, shall be performed by the Contractor at no additional cost to the Owner.
- D. Engineer Qualifications: If any alterations need to be made to the standard fishing float design, a professional engineer shall develop, sign, and seal the Shop Drawings and any required structural calculations. The professional engineer shall be registered in the State of Washington and experienced in the design of float systems, unless this requirement is waived by the Owner. The engineer shall have at least 5 years documented work experience in the design of steel structures with at least 15 projects of similar scope.

1.08 PERMITS

- A. The Contractor shall coordinate with Owner during their engineering design to ensure local building official requirements are adhered to during construction. The Contractor shall be responsible to adhere and conform to all applicable provisions, conditions, and requirements of the permits and conduct work in accordance with these permits. The following permits, rules, requirements, and regulations specified may apply to this work, including:
 - 1. U.S. Army Corps of Engineers Clean Water Act Section 10/404 Permit.
 - 2. Washington State Department of Ecology Clean Water Act Section 401 Water Quality Certification.
 - 3. Washington Department of Fish and Wildlife Hydraulic Project Approval (HPA) Permit.

- B. Net Open Area Requirement: The standard fishing floats shown on the Project Drawings have been designed with no minimum net open area requirement. If the permits for this specific project require a minimum net open area that is less than what is shown, the float design will need to be modified. Modifications to the standard float design must be made by a licensed professional engineer - see Paragraph 1.07.D – Engineer Requirements.
- C. Any conflicts between these Technical Specifications and the project permits shall be brought to the attention of the Owner. Nothing in this specification, the drawings, or verbal communication shall be deemed to authorize violation of the project permits.

PART 2 - PRODUCTS

2.01 FISHING FLOATING STRUCTURE

- A. Structure Type: Shall be transportable in completely fabricated and assembled float units. The complete float system shall be ready for installation, with the exception of the hinge connection between float units and attachment of handrail where shown on the Drawings. All field connections shall be bolted connections with no field welding required. The float system shall be fabricated utilizing the following structural system.

B. Materials:

- 1. Structural Steel: All structural steel shall be hot-dip galvanized per ASTM A123 or A153 after fabrication.
 - a. Steel rectangular, round, and square HSS: ASTM A500 Gr. B (46ksi).
 - b. Steel plate, flatbar, channels, angles: ASTM A36.
 - c. Steel pipe: ASTM A53, Gr. B.
 - d. All carbon steel to be welded shall have a carbon equivalency (C.E.) less than 0.45 as calculated by the following equation, which is described in more detail in AWS D1.1 Annex H.

$$CE = C + (Mn + Si) / 6 + (Cr + Mo + V) / 5 + (Ni + Cu) / 15$$

Where:

- CE = Carbon Equivalency
- C = Carbon
- Mn = Magnesium
- Si = Silicon
- Cr = Chromium
- Mo = Molybdenum
- V = Vanadium
- Ni = Nickel
- Cu = Copper

- e. Steel to be hot-dip galvanized shall conform with the below composition requirements:
 - 1) Carbon: < 0.25%

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- 2) Phosphorous: < 0.04%
 - 3) Silicone: Less than 0.04% or between 0.15% and 0.22%.
2. Weld Filler Metal: Weld filler metal shall meet Charpy requirements of 20 foot-pounds at -20 degrees Fahrenheit and shall have chemistry similar to the base metal. Filler metals shall only be used in welding positions recommended by the filler metal manufacturer, and any welds not conforming to manufacturer's recommendations shall be removed and replaced by the Contractor at the Contractor's expense. Welding consumables shall be stored in accordance with the manufacturer's recommendations and in accordance with AWS requirements and recommendations. Overmatching weld filler metals shall be avoided.
 3. Fiberglass Grating: Grating shall be 1-inch Fibergrate Ecograte® 62 molded grating, or approved equivalent. Grating shall be fabricated with resin suitable for outdoor marine use. Grating color shall be light gray and grating installation shall be ADA compliant. Grating clips shall be 316 stainless steel (SS). Clips shall be provided at 2 foot 0 inches on center minimum (or closer if recommended by grating supplier). Grating bearing bars shall be 100 percent supported. Grating shall be attached in accordance with the manufacturer's recommendations using minimum 1/4-inch, flat-head 316 SS machine screws or approved equal along all edges and manufacturer-recommended 316 SS clips. The attachment method shall allow removal and reinstallation of the grating from above the float deck. A sample of the proposed decking product and attachment hardware shall be submitted to the owner for approval. For a grating product to be deemed equivalent, it must meet all the below requirements. Proposed substitute products will be reviewed the by the Owner for equivalency and may not be approved.
 - a. ADA accessible.
 - b. Maximum 4-inch cross-bar bar spacing.
 - c. Maximum deflection of 0.10 inches over a 36-inch span for a 100 pounds per square foot (psf) live load.
 - d. Minimum recommended load of 310 psf for a 36-inch span.
 - e. Minimum ultimate load of 1,500 psf for a 36-inch span.
 - f. Maximum deflection of 0.31 inches for a 100-psf uniform live load over a 36-inch clear span.
 - g. Minimum weight of 3 psf.
 - h. Minimum 60 percent open area.
 - i. High-traction integrally applied grit walking surface.
 - j. Color = light gray.
 - k. Minimum of five years of documented product use in outdoor, exposed, marine environments with a proven history of color stability and grit retention.
 - l. A warranty for a period of three years from the date of delivery.

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4. Hinge Components: The hinge components shall be as follows.
- a. Non-slip surface: The top walking surface of the pipe hinge segments, abutment channel, and hinge angle shall have a spray metalized non-slip surface in accordance with these specifications.
 - b. Hinge segment alignment: A jig shall be used to fabricate the hinge assemblies, and the individual pipe segments shall be no more than 1/8 inch out of alignment.
 - c. Rubber bushing: The rubber bushing shall be EPDM (ethylene propylene diene monomer) with the following characteristics:
 - 1) Tensile Strength: ASTM D412-16, Minimum 1,900 pounds per square inch (psi).
 - 2) Durometer Hardness: ASTM D2240, 60 minimum.
 - 3) Ozone resistance: ASTM D1149, no cracks with 100ppm for 96 hours at 104 degrees Fahrenheit at 20 percent strain.
 - 4) Resistance to water absorption: ASTM D471, 5.0 percent.
 - 5) Sized for a tight fit inside the steel pipe hinge segment after galvanizing.
 - 6) Ultraviolet (UV) resistant.
 - 7) Suitable for use in a marine environment.
 - d. Rubber bushing supplier: Below are two suppliers with the equipment required to manufacturer the hinge bushings.

International Belt & Rubber, Seattle WA
<https://www.intlbeltandrubber.com/>
253-833-6034
dennis@intbelt.com

Gardico Inc., Seattle WA
<https://www.gardico.com/>
206-283-5850
mauryb@gardico.com
 - e. Hinge pin: The hinge pin shall be made of ASTM A307, hot-dip galvanized steel bolt blanks with no threads. The hinge pin ends shall be rounded to facilitate installation into the hinge bushings. The hinge pin shall be secured in place with galvanized bolts as shown on the Project Drawings.
5. Fasteners: All bolts for steel-to-steel connections shall be ASTM A307. All carbon steel fasteners, nuts, washers, etc. shall be hot-dip galvanized per ASTM A123 or A153, unless specified otherwise. The use of nails and/or spikes is not allowed. Washers shall be used under all nuts and bolt heads unless otherwise noted. All threaded hardware shall be installed with double-nuts unless noted otherwise.

All bolts for plastic-to-steel connections shall be 316 stainless steel (SS) with spring lock washers or double-nuts.

6. Flotation:

a. Flotation Units (Drums):

- 1) Drums size shall be as shown on the Drawings.
- 2) Drums shall be Den Hartog Industries, ACE Roto-Mold, or equal.
- 3) Shall have a minimum number of mounting slots shown on the drawings. Mounting slots shall be molded in tubs with 1-1/2-inch-thick mounting flanges.
- 4) The float manufacturer shall furnish test results of the furnished tubs showing wall thickness, water absorption, falling dart test, and certified buoyancy rating. These results must be of the furnished tubs meeting the required specifications.
- 5) The manufacturer must provide a minimum 15-year warranty with the first 10 years non-prorated.
- 6) The maximum allowable overall dimensional tolerance on manufacturer-provided documentation shall not exceed 1 percent.
- 7) Flotation units shall be fully attached at all bolting locations.

b. Flotation Encasement:

- 1) The encasement shall provide 100 percent protection to all surfaces of the flotation material and allow zero water to enter the unit.
- 2) The encasement shall be 100 percent virgin grade linear low or medium density polyethylene, black in color, with a minimum nominal wall thickness of 0.15 inches and a minimum wall thickness of 0.125 inches.
- 3) The encasement shall conform to ASTM D4976 and D1998-04 containing UV-ray inhibitors to protect against UV deterioration
- 4) The encasement shall also have the following minimum characteristics:
 - a) Density by ASTM D1505 of 0.937;
 - b) Tensile strength by ASTM D638 of 2750 psi;
 - c) Flexural modulus by ASTM D790 of 109,000 psi.
- 5) The encasement shall meet the ASTM 1998D-04 Falling Dart Test to assure the material quality and molding process.

c. Flotation Material:

- 1) The flotation material shall be 100 percent virgin grade polystyrene, expanded in place in the tub.
- 2) It shall have a density of 0.8 to 0.937 lb. g/cc based on ASTM D1505.

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- 3) It will not sink or contaminate the water if the encasement is punctured.
- 4) The material will meet the Seven Day Hunt Absorption Test of less than 3.0 pounds per cubic foot water absorption in seven days per the test requirements.

d. Test Documents Required:

- 1) Digital reading of wall thickness based on minimum of six locations per side of encasement.
- 2) The "Seven Day Hunt Absorption Test" on model of tub.
- 3) The Falling Dart Test based on ASTM D1998-04 for each model tub supplied.
- 4) Certified Tank Tested Buoyancy for each model tub supplied.

C. Attachments/Features:

7. Non-Slip Surface: The traction surface of the float hinges (the top of the hinge angles and pipe hinge segments) shall consist of an arc-sprayed high-traction coating such as 28E ARCTEC by Metallisation (available from TMS Metalizing Systems LTD., 1-360-692-6656) or approved equal, applied in full conformance with the manufacturer's recommendations. The non-slip surface shall be applied to a thickness of 10 to 12 mils with a rough texture.
8. UHMW-PE: All UHMW-PE shall be TIVAR® UV resistant or approved equal and shall be suitable for the marine environment. UHMW components shall be black in color, and partially or fully cross linked. Minimum UHMW properties are provided below.

Format: [Property]: [Test], [Min test results] [Units].

- a. Hardness, Shore D: ASTM D2240, 66.
 - b. Tensile Strength: ASTM D638, 5,800 psi.
 - c. Tensile Strength at 150 Degrees Fahrenheit: ASTM D638, 400 psi.
 - d. Compressive Strength at 10 Percent Deflection: ASTM D695, 3,300 psi.
 - e. Sand Slurry (4:1 safety factor): ASTM D3702.
9. HDPE Top and Bottom Railings: All plastic lumber used for the railings shall be hard-tooled Bedford Selectforce Plastic Lumber as manufactured by Bedford Technology (1-800-721-9037) or approved equal. Plastic lumber shall be light gray in color unless otherwise approved by the Owner. All plastic lumber shall be UV stabilized. Rubstrips shall be milled to meet project specific dimensions and be aligned with minimum number of holes necessary to secure the railings to the floats. Top and bottom edges of railings shall be chamfered or rounded. The Contractor shall submit a sample of the HDPE railing material to the Owner. Minimum properties are provided below.

Format: [Property]: [Test], [Min test results] [Units].

- a. Flexural Strength: ASTM D6109-13, 1,355 psi.
- b. Flexural Modulus: ASTM D6109-13, 95,939 psi.

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- c. Compression Strength (parallel to grain): ASTM D6108-13, 1,420 psi.
 - d. Compression Modulus: ASTM D6108-13, 51,000 psi.
 - e. Specific Gravity: ASTM D6111-13, 53.4 pcf.
 - f. Flash Point: 644 Degrees Fahrenheit.
 - g. Thermal Expansion: ASTM D6341-16, 0.000055 Inch/Inch/Degree F.
 - h. Average Nail Pull Out: ASTM D6117-13, 504 pounds.
 - i. Minimum of 95 percent recycled material (both postindustrial and post-consumer).
10. Pile Hoops: Pile hoops shall be fabricated from steel, galvanized after fabrication, capable of accepting the piling as shown on the Drawings and shall have UHMW wear faces in contact with the pile, as shown on the Drawings. Provide adequate clearance between pile hoop and pile to accommodate lateral movement as the floats rotate about their hinges in the longitudinal direction. The floats shall be easily removable from the piling.
11. Benches: Benches shall be 4'-0" long, 18" wide, 18' high, similar to manufacturer "Pilot Rock". Bench 1 and 2 shall have backs (PWRB/G-4PC) and one arm rest (AR/G-3). Bench 3 shall have not back or armrests (PWD/G-4PN).
- L5" x 3 1/2" x 5/16" bench supports location shown on Project Drawings are approximate locations. Contractor shall verify layout dimensions required for attaching benches to float framing per manufacturer recommendations.
12. Aluminum Gangway: Standard gangway landing float (Float Type 1) has been designed to support a 5'-0" x 60'-0" aluminum gangway. If specific project requires a different sized gangway, the float design will need to be modified in order to maintain live load and freeboard criteria. Modifications to the standard float design must be made by a licensed professional engineer – see Paragraph 1.07.D – Engineer Requirements.
13. Identification Plates: Identification plates shall be attached to each float unit and fabricated from 316 SS stainless steel with the following data etched into the plate. The plate shall be attached using self-tapping screws, UHMW isolation washers, and a UHMW isolation plate.
- a. Manufacturer.
 - b. Date of fabrication.
 - c. Design live load in pounds per square foot.

PART 3 - EXECUTION

3.01 FABRICATION AND PREPARATION FOR GALVANIZING

- A. Project Record Drawings: A redlined set of as-built drawings shall be submitted to the Owner. See Paragraph 1.05 – Submittals.
- B. Repair of Nonconforming Work: At the Owner's discretion, the fabricator shall replace or repair any work found by the fabricator, fabricator's inspector, or Owner to not be in conformance with the relevant codes, Technical Specifications, and Contract Drawings at the Contractor's expense. All such direction shall be provided in writing.
- C. Coating Repair: All damaged galvanizing or galvanizing removed for field welding shall be repaired using a hot-stick repair and zinc-rich paint top coat, in accordance with ASTM A780 and these Technical Specifications. Minimum thickness of repair coating is 12 mils. Repair sticks shall be Galv-Viz as manufactured by American Solder and Flux or approved equal. Sticks shall be melted and evenly wire brushed onto the entire repair area.
- D. Arc-spray metalizing for traction surface of abutment and hinge components shall be performed in accordance with AWS C2.23. Steel substrate shall be prepared to SSPC-SP/NACE No. 1 white metal blast finish with a minimum angular profile depth of 2.5 mils. After blasting, dust and spent adhesives shall be removed from the surface by oil-free pressurized air, brushing, or vacuum cleaning. Minimum dry coating thickness of the traction surface shall be in accordance with the manufacturer's recommendations, but not less than 12 mils. Base layer of metalizing shall be applied prior to use of high traction metalizing in accordance with high-traction metalizing product manufacturer's recommendations.
- E. Hardware installation: Loctite Marine-Grade Anti-Seize shall be used to join all threaded parts in accordance with the manufacturer's recommendations.
- F. Unless otherwise noted, all bolt holes in steel shall be 1/8-inch larger than the bolt diameter, unless otherwise noted.
- G. Fabricated steel to be fabricated and galvanized in accordance with ASTM A143, ASTM A384, and ASTM A385. Avoid fabrication techniques that could cause distortion or embrittlement of the steel before, during, or after the galvanizing process.
- H. All welds shall be continuous on assemblies to be welded prior to galvanizing. Abutting surfaces shall be at a minimum seal welded. All welds, including seal welds, shall be shown on the shop drawings.
- I. All flame-cut surfaces shall be ground to bright metal prior to galvanizing.
- J. All edges and corners shall be ground to a 2 millimeter radius prior to galvanizing.
- K. The fabricator shall consult with the Owner and hot-dip galvanizer regarding potential concerns, including handling issues, during the galvanizing process that may require design modification before fabrication proceeds.
- L. Remove welding slag, splatter, burrs, grease, oil, paint, lacquer, and other deleterious material prior to delivery for galvanizing.

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- M. The fabricator shall detail the assembly in accordance with ASTM A384 recommendations. Any discrepancies between the design drawings and the recommendations of ASTM A384 shall be indicated in the shop drawings to alert the Owner of potential warpage problems during hot-dip galvanizing.
- N. Access holes in steel framing for flotation tub bolts shall be provided as shown on the Drawings. All access holes are to be shown on the shop drawings. The holes shall be 2-3/8" diameter drilled – no flame cutting is permitted. A minimum 1" clearance shall be provided between the edges of access holes and any welded connection. All edges shall be smoothed prior to galvanizing.
- O. Galvanizing vent holes shall be provided as shown on the Drawings to facilitate hot-dip galvanizing of the float frame following fabrication. All galvanizing drain holes are to be shown on the shop drawings, and galvanizing drain holes in addition to those shown in the bid documents shall not be cut without authorization of the Owner. Any drain or vent holes not indicated on the Contract Drawings which are required to produce a high-quality galvanized coating with minimal warping and distortion shall be identified by the coating manufacturer, clearly shown on the shop drawings, and shall be subject to acceptance by the Owner.
- P. Float frame shall not contain any cavities that could cause water to accumulate – the Contractor shall ensure the float framing to be free draining. Weep holes are called out on the Drawings, and additional weep holes shall be provided if required. All weep holes shall be shown on the shop drawings.

3.02 STEEL WELDING

- A. Remove welding slag, splatter, burrs, grease, oil, paint, lacquer, and other deleterious material prior to delivery for galvanizing.
- B. All welding shall occur before the float frame is hot-dip galvanized. If the contractor intends to perform welding after galvanizing, this shall be clearly communicated in the shop drawings.
- C. All welding shall be in conformance with AWS D1.1.
- D. Qualifications: Steel welding shall be performed by welders certified as being qualified in accordance with AWS D1.1, Section 5, Parts C and D, or WABO for steel welding. Welders shall be qualified to perform full penetration groove welding in all positions of the relevant type (plate, tube, etc.), using the procedures, materials, and equipment of the type required for the work.
- E. Preheat: Preheat shall be based on material grade and thickness in accordance with AWS D1.1 requirements.
- F. All welds and edges that may be encountered by the public after construction shall be ground to remove all burrs and weld splatter to the satisfaction of the Owner.
- G. Inspection Timeline: Prior to galvanizing, any required weld inspections and required repairs shall be performed.
- H. Welding Galvanized and Metalized Components: All welding shall be done prior to galvanizing if possible, unless otherwise required for field-assembly. Galvanizing and metalizing within 1 inch of the finished weld location shall be removed prior to welding.

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- I. Fillet Weld Soundness Test: Fillet weld procedures shall be qualified by a fillet soundness test in accordance with AWS requirements.
- J. Construction details, finishing details, and colors shall be consistent throughout. Cutting, drilling and punching shall produce clean true lines and surfaces. Exposed surfaces of work shall have a smooth finish.

3.03 CONSTRUCTION REQUIREMENTS

- A. Pipe wrenches, cold chisels, or other tools likely to cause damage to the surfaces of rods, nuts, or other parts shall not be used for assembling and tightening parts.
- B. Driving or drifting bolts or pins will not be permitted.
- C. Floats can be lifted from designated lifting points in the corners of each float unit as shown on the Project Drawings. Lifting shall utilize minimum 5/8" diameter shackles through the lifting lugs and appropriate lifting straps, as shown. Always visually inspect the lifting points and float framing for damage prior to lifting, and never lift the float over personnel or equipment, keeping the float as close to the ground as possible while handling.
- D. Floats and piling shall be installed so as to avoid binding on pile hoops for the full anticipated range of water level fluctuations. Piling shall be installed within 1/4 inch in 4 feet of plumb, and a combination of out-of-plumbness and location tolerance shall not result in a pile more than 2 inches out of tolerance for the full range of anticipated water levels. UHMW shims shall be adjusted as required, and the owner notified immediately if the tolerance provided by the UHMW shims is not adequate to prevent binding.

3.04 SPARE PARTS

The Contractor is to furnish the following spare parts to the Owner with the delivery of the floats. The spare parts shall be shipped loose and clearly labeled.

- A. Grating Panels: The Contractor shall supply and additional 10 percent of the required quantity of grating panels.
- B. Railings: The Contractor shall supply an additional five (5), 10-foot sections of plastic lumber for top and bottom railing replacement.
- C. Hinge Bushings: The Contractor shall supply 8 additional rubber hinge bushings.

3.05 DELIVERY, STORAGE, AND HANDLING

- A. Submittals shall be submitted to the Owner within 4 weeks after Notice to Proceed.
- B. The date and time of delivery of the float system to the site shall be coordinated with the Owner.
- C. The Contractor shall be responsible for delivering the float system to the site location and installation of the floats for a fully operational system.

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- D. The Contractor shall be responsible for route selection and compliance with all load, height, or width limits.
- E. Provide installation instructions as required in Paragraph 1.05 - Submittals.

END OF SECTION 13155