



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

# **ASPHALT PAVING (for RCO Region 6 Toilet Replacement)**

**DIRECTOR:  
KELLY SUSEWIND**

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

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



**DATE:**  
June 2021

**PROJECT NO.**  
TN:A554:2019-2

**PROJECT MANAGER:**  
Webster Bergford

### *WDFW Title VI Clause*

*It is the policy of Washington's 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 bases of race, color, religion, national origin, including language, sex, age, mental or physical disability, reprisal, sexual orientation, status as a parent, and genetic information.*

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

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

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

# ASPHALT PAVING (FOR RCO REGION 6 TOILET REPLACEMENT)

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- McIntosh Lake: Shoreline Substantial Development Permit (SSDP)
- Pattison Lake: Shoreline Substantial Development Permit (SSDP)
- Clear Lake: Building Permit

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02510	Hot Mix Asphalt
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### **DIVISION 6 – NOT USED**

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**DIVISION 8 – NOT USED**

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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 July 8, 2021 at 600 Capitol Way North, MS: 43158, Olympia, Washington.

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:**

Asphalt Paving (for RCO Region 6 Toilet Replacement)

**NUMBER:**

TN:A554:2019-2

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Provide all labor, material, and equipment needed to pave areas, located at several of the Department's Lake Access Areas:

1. **Nahwatzel Lake Public Boat Ramp:** 12830 W Shelton Matlock Rd, Shelton, Mason County, Washington.
2. **McIntosh Lake Public Boat Ramp:** 15034 Military Rd SE, Tenino, Thurston County, Washington.
3. **Pattison Lake Public Boat Ramp:** 5700 Henslin Dr SE Olympia, Thurston County, Washington.
4. **Clear Lake Public Boat Ramp:** 18534 Bald Hill Rd SE, Yelm, Thurston County, Washington.

**Engineer's Estimate:** \$40,000

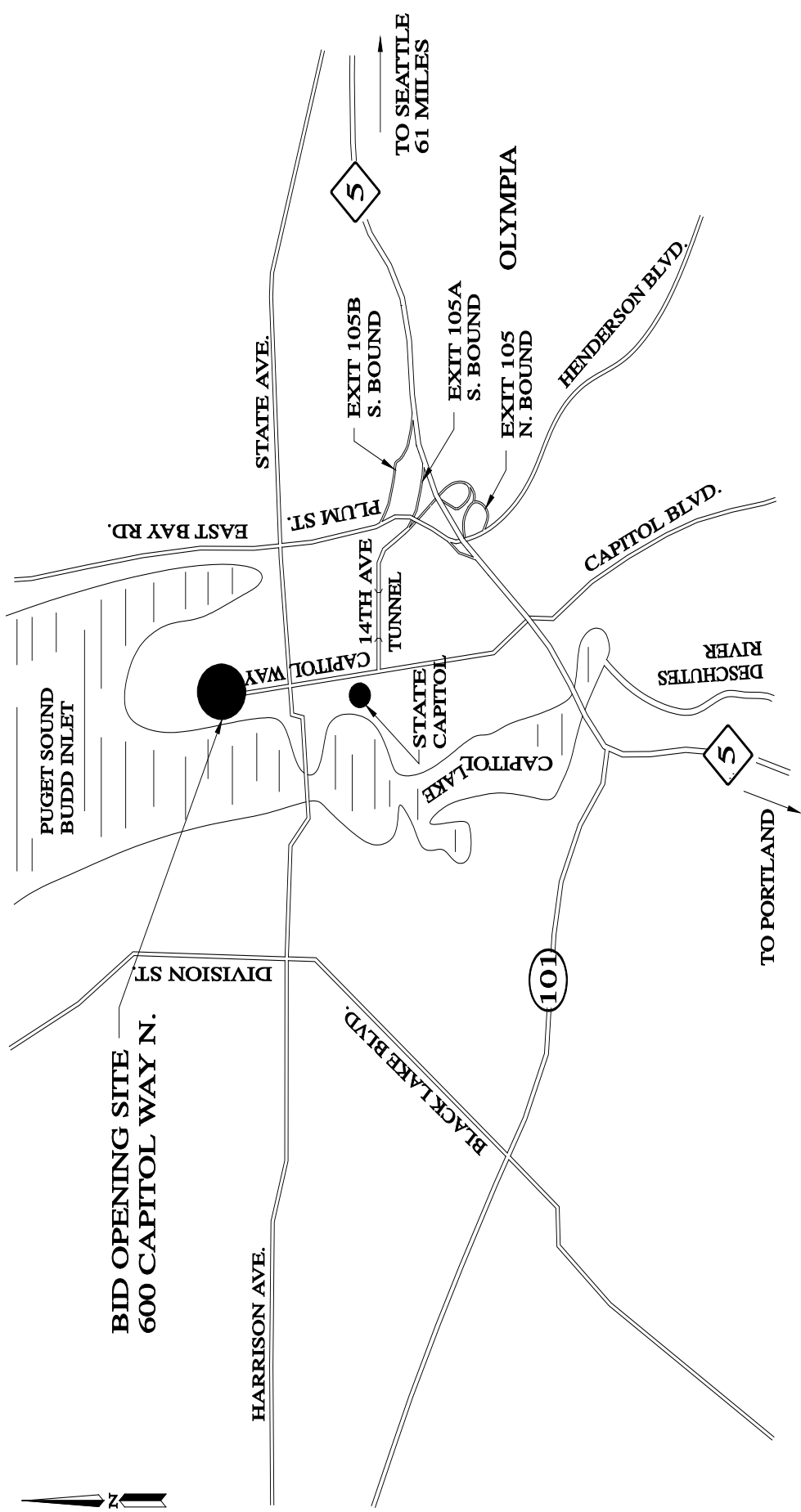
No pre-bid walkthrough is scheduled, **Contractors are strongly encouraged to independently visit the sites.**

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

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

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

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



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

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

## DIVISION 0 – BID AND CONTRACT DOCUMENTS

### SECTION 00100 INSTRUCTIONS TO BIDDER

#### 00110 PREBID REQUIREMENTS

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

#### 00120 REQUIRED BID DOCUMENTS

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

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

#### 00130 BID FORMAT

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

Company Name  
Address  
City, State Zip

**BID ENCLOSED**  
PROJECT NAME  
PROJECT NUMBER  
BID OPENING

## DIVISION 0 – BID AND CONTRACT DOCUMENTS

- 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, creating an unpredictable delay in delivery. We encourage you to do the following:**

- Hand deliver;
- Courier;
- 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](mailto:CAMP.Bids@dfw.wa.gov). Reasonable accommodation requests should be received at least three business days prior to the bid opening to ensure availability.
- B. **Bid Results:** After bid opening, bidders may obtain bid results from Builders Exchange of Washington, Inc. at <http://bxwa.com> the next business day.

### 00150 MANDATORY RESPONSIBILITY CRITERIA

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

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

## DIVISION 0 – BID AND CONTRACT DOCUMENTS

- C. If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);
- E. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington State apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under Chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;
- F. Have received training on the requirements related to public works and prevailing wage under this chapter and Chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the Department of Labor and Industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The Department of Labor and Industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption; and

Labor and Industries (LNI) Training Information Link:

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

- G. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, and provision of Chapter 49, 46, 49, 48 or 49.52 RCW.
- H. Before award of a public works contract, a bidder shall submit to the contracting agency a signed statement in accordance with RCW 9A.72.085 verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement of subsection G above. A contracting agency may award a contract in reasonable reliance upon such a sworn statement.
- I. In addition to the mandatory responsibility criteria in this section, the state or municipality may adopt relevant supplemental criteria for determining bidder responsibility applicable to a particular project which the bidder must meet. See SECTION 00440.

**00155 BASIS OF AWARD**

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

**00160 PERIOD OF ACCEPTANCE**

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

**00170 PAYMENT AND PERFORMANCE BONDS**

*Payment and Performance Bonds see SECTION 00702.04.*

- 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*.

**00175 BUILDERS RISK INSURANCE**

Builders Risk Insurance is not required, see *SECTION 00802.07*.

**00180 INTERPRETATIONS**

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

The Owner will **NOT** answer questions received after 2:00 p.m. on July 2, 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 within 21 calendar days from the date of the Award Letter:

- A. Two signed copies of the *Public Works Contract Agreement*.
- B. Performance and Payment Bonds Form, See *SECTION 00610*.
  - 1. Separate performance and payment bonds executed by Contractor and Contractor's Surety.
  - 2. 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.
- C. *Retainage Investment Option Form*. See *Section 00630*.
- D. *Certificate Insurance Form*. See *Section 00640*.
- E. *Statewide Payee Form, Form W-9, Request for Taxpayer ID Number and Certification* (for General Contractors and Subcontractors). Submit to the Contract Administrator, WDFW.

#### 00235 PRIOR TO NOTICE TO PROCEED

- A. Attend preconstruction conference.
- B. Provide list of subcontractors and major suppliers greater than \$2,500.
- C. Provide Construction Schedule for approval.
- D. Provide a Schedule of Values for approval. See *Section 00650*

#### 00240 PRIOR TO SUBMITTING PAY REQUEST

Submit the following:

- A. *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) with your first invoice. Information regarding Prevailing Wages is found at the L&I website: <http://www.lni.wa.gov/TradesLicensing/PrevWage/IntentAffidavits/File/default.asp>.
- B. *Verification of Monthly Payments to MBEs* (with each pay request). See *Section 00660*.



**00250 DURING PROGRESS OF CONTRACT**

- A. Provide contractor submittals and shop drawings as required.
- B. If work exceeds 30 calendar days, Contractor may request partial payment once per month. If work is 30 calendar days or less Contractor may request payment when project is complete.

**00260 FOR SUBSTANTIAL COMPLETION**

- A. Owner provides written approval of Substantial Completion.
- B. Owner/operator training completed.
- C. Operation and Maintenance Manual (See *SECTION 01730*) draft to Owner for review and acceptance.
- D. A written Certificate of Occupancy received by Owner.
- E. Owner provides Contractor final punch list.

**00270 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. All signed permits given to the Owner.
- F. All expressed warranties (greater than 1 year) received by Owner.
- G. Owner issues a formal *Final Completion Certificate to Contractor*.
- H. Contractor submits their final progress invoice after the *Final Completion Letter* is sent to the Contractor.
- I. Contractor submits *Affidavit of Wages Paid* to the Department of Labor and Industries for approval.
- J. The Department of Labor and Industries approve the *Affidavit of Wages Paid* for Contractor and all Subcontractors working on the project.
- K. Owner will submit a *Notice of Completion* Form to Department of Revenue, the Department of Labor and Industries, and 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 is not in dispute.
- B. Owner processes final progress payment.
- C. Owner administers legal lien period (60 days).
- D. Owner's Contract Administrator receives release from Department of Revenue.
- E. Owner's Contract Administrator receives release from Employment Security Department.
- F. Owner's Contract Administrator receives release from Department of Labor and 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:** Asphalt Paving (for RCO Region 6  
Toilet Replacement)  
**Project No.:** TN:A554:2019-2  
**Bid Opening:** 2:00 p.m. July 8, 2021

**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: Nahwatzel Lake, highway approach asphalt extension	\$
Bid Item 2: McIntosh Lake, asphalt parking, paint, signs, wheel-stop	\$
Bid Item 3: Pattison Lake, asphalt parking, paint, signs, wheel-stop	\$
Bid Item 4: Clear Lake, asphalt parking, paint, signs, wheel-stop	\$
Base Bid (Sum of bid items 1 thru 4)	\$

**CONTRACT COMPLETION TIME**

Substantial Completion shall be achieved by September 30, 2021.

Final Completion shall be achieved by October 15, 2021.

**LIQUIDATED DAMAGES**

The undersigned agrees to pay the Owner as liquidated damages the sum of \$ 100.00 for each consecutive calendar day that is in default after the Contract Time. Liquidated damages shall be deducted from the Contract by Change Order.

**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.**

## DIVISION 0 – BID AND CONTRACT DOCUMENTS

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

### **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.

### **DECLARATION:**

- A. **Familiarity with Bid Document and Site:** The undersigned Bidder hereby certifies to have personally and carefully examined the Bid Documents issued for the above referenced project, the site where the Work is to be performed and the conditions affecting the Work.
- B. **Proposal to Perform Work:** The Bidder hereby proposes to furnish all labor, materials, equipment, and services and to perform all work which may be required to complete the Work within the time fixed and in strict accordance with the Contract Documents for the above-referenced project for the Base Bid indicated above. The bid prices cover all expenses of the Bidder, including but not limited to, overhead, profit, insurance, and bonding, to perform the Work in accordance with the Contract Documents.
- C. **Non-Collusion:** The Bidder affirms that the bid is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named. The Bidder has not directly or indirectly induced or solicited any bidder on the work to put in a sham bid, or any other person or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder or bidders. The Bidder has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the preparation and submission of this bid to the Owner for the project described in the Bid Documents.

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

**ACKNOWLEDGEMENT**

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

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

**OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:**

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

**FAILURE TO SUBMIT ALL PAGES OF BID FORM SHALL BE  
SUFFICIENT CAUSE TO REJECT THE BID.**

END OF SECTION 00300

**SECTION 00400  
SUPPLEMENTS TO BID FORM**

**00420 QUALIFICATION QUESTIONNAIRE**

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

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

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

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

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



# DIVISION 0 – BID AND CONTRACT DOCUMENTS

## STANDARD QUESTIONNAIRE FOR QUALIFICATION OF CONTRACTORS

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

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

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

\_\_\_\_\_  
Signature

### QUESTIONNAIRE:

- A. How many years has your organization been in business under your present business name?  
\_\_\_\_\_
- B. List 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:

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**00440 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA**

Not used.

END OF SECTION 00400



## PUBLIC WORKS CONTRACT

TITLE: [REDACTED]

CONTRACT NUMBER: [REDACTED]

CONTRACTOR: [REDACTED]

ENGINEERING #: [REDACTED]

CONTRACT AMOUNT: [REDACTED]

MASTER INDEX: [REDACTED]

TYPE: Payable / Engineering / Public Works

PROJECT MANAGER: [REDACTED]

CONTRACT PERIOD: [REDACTED]

### A. PARTIES TO THIS CONTRACT

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

### B. PURPOSE OF CONTRACT

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

### C. DESCRIPTION OF PROJECT

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

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

### D. PERIOD OF PERFORMANCE

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

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

### E. COMPENSATION / PAYMENT

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

## DIVISION 0 – BID AND CONTRACT DOCUMENTS

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

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

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

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

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

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

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

### **H. CONTRACT REPRESENTATIVES**

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

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

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

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

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

### **I. ENTIRE CONTRACT**

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

### **J. APPROVAL**

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

**DIVISION 0 – BID AND CONTRACT DOCUMENTS**

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

**CONTRACTOR NAME**

**WASHINGTON DEPARTMENT OF FISH AND WILDLIFE**

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

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

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

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

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

**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):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

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

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

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

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

**CERTIFICATE HOLDER****CANCELLATION**

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

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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 0.00% SALES TAX		\$0.00	\$0.00		\$0.00	\$0.00
TOTAL		\$0.00	\$0.00		\$0.00	\$0.00
Less Retainage.. 5%			\$0.00		\$0.00	\$0.00
NET			\$0.00		\$0.00	\$0.00
Less Previous Payments....			\$0.00			
Additional Tax 0.00%		\$0.00			\$0.00	
AMOUNT DUE THIS ESTIMATE			\$0.00			\$0.00

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

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

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



00660 VERIFICATION OF MONTHLY PAYMENTS TO MWBES

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

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

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

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

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

Authorized Signature

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

## Washington Department of Fish and Wildlife

## STATEMENT OF APPRENTICE/JOURNEYMAN PARTICIPATION

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

## APPRENTICE SUMMARY

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

## JOURNEYMEN SUMMARY

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

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

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

Printed Name:	Signature:	Date:	Title:
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DES Labor Form 100412

END OF SECTION 00600

**DIVISION 0 – GENERAL CONDITIONS****SECTION 00700  
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for Projects Greater than  
\$1,000,000

**PART 1 - 00701.00 DEFINITIONS**

**00701.01 DEFINITIONS**

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

## DIVISION 0 – GENERAL CONDITIONS

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



## DIVISION 0 – GENERAL CONDITIONS

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

### 00701.02 ORDER OF PRECEDENCE

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

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

### 00701.03 EXECUTION AND INTENT

Contractor makes the following representations to Owner:

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

**PART 2 - 00702.00 INSURANCE AND BONDS****00702.01 CONTRACTOR'S LIABILITY INSURANCE**

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

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

**00702.02 COVERAGE LIMITS**

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

## DIVISION 0 – GENERAL CONDITIONS

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

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

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

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

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

## DIVISION 0 – GENERAL CONDITIONS

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

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

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

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

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

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

### 00702.03 INSURANCE COVERAGE CERTIFICATES

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

### 702.04.1 PAYMENT AND PERFORMANCE BONDS

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

**00702.05 ADDITIONAL BOND SECURITY**

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

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

**00702.06 BID BOND OR PROPOSAL GUARANTEE**

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

**00702.07 BUILDER'S RISK**

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

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

**PART 3 - 00703.00 TIME AND SCHEDULE**

**00703.01 PROGRESS AND COMPLETION**

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

**00703.02 CONSTRUCTION SCHEDULE**

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

## **DIVISION 0 – GENERAL CONDITIONS**

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

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

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

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

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

00703.05 DELAY

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



**00703.06 NOTICE TO OWNER OF LABOR DISPUTES**

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

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

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

A. Liquidated Damages:

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

B. Actual Damages:

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

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

**00704.01 DISCREPANCIES AND CONTRACT DOCUMENT REVIEW**

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

## **DIVISION 0 – GENERAL CONDITIONS**

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

### **00704.02 PROJECT RECORD**

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

### **00704.03 SHOP DRAWINGS**

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

## DIVISION 0 – GENERAL CONDITIONS

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

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

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

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

### 00704.04 ORGANIZATION OF SPECIFICATIONS

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

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

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

**PART 5 - 00705.00 PERFORMANCE**

**00705.01 CONTRACTOR CONTROL AND SUPERVISION**

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

## **DIVISION 0 – GENERAL CONDITIONS**

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

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

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

**00705.03 PATENTS AND ROYALTIES**

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

**00705.04 PREVAILING WAGES**

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

## DIVISION 0 – GENERAL CONDITIONS

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

**00705.05 HOURS OF LABOR**

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

**00705.06 NONDISCRIMINATION**

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



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

### 00705.07 SAFETY PRECAUTIONS

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

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

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

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

**00705.09 PRIOR NOTICE OF EXCAVATION**

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

**00705.10 UNFORSEEN PHYSICAL CONDITIONS**

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

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

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

**00705.12 LAYOUT OF WORK**

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

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

### **00705.13 MATERIAL AND EQUIPMENT**

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

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

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

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

### **00705.15 TESTS AND INSPECTION**

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

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

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

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

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

### **00705.17 CLEANUP**

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

### **00705.18 ACCESS TO WORK**

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

### **00705.19 OTHER CONTRACTS**

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

### **00705.20 SUBCONTRACTORS AND SUPPLIERS**

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



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

### **00705.21 WARRANTY OF CONSTRUCTION**

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

**00705.22 INDEMNIFICATION**

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

**00705.23 REQUIRED PAYROLL DOCUMENTS**

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

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

### 00705.24 STATEMENT OF APPRENTICE/JOURNEYMAN PARTICIPATION

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

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

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

### 00705.25 FEDERALLY FUNDED CONTRACT CONDITIONS

A. Equal Employment Opportunity :

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

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

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

## DIVISION 0 – GENERAL CONDITIONS

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

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

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

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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.

## **DIVISION 0 – GENERAL CONDITIONS**

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

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

#### **00706.01 CONTRACT SUM**

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

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

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

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

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

## **DIVISION 0 – GENERAL CONDITIONS**

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

### **00706.04 PROGRESS PAYMENTS**

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



## **DIVISION 0 – GENERAL CONDITIONS**

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

### **00706.05 PAYMENTS WITHHELD**

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

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

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

### **00706.07 SUBSTANTIAL COMPLETION**

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

**0706.08 PRIOR OCCUPANCY**

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

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

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

**PART 7 - 00707.00 CHANGES**

**00707.01 CHANGES IN THE WORK**

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

## **DIVISION 0 – GENERAL CONDITIONS**

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

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

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

## DIVISION 0 – GENERAL CONDITIONS

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

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

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

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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

## DIVISION 0 – GENERAL CONDITIONS

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

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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.

## **DIVISION 0 – GENERAL CONDITIONS**

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

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

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

## DIVISION 0 – GENERAL CONDITIONS

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

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

**00708.01 CLAIMS PROCEDURE**

- A. If the parties fail to reach agreement on the terms of any Change Order for Owner-directed Work as provided in *SECTION 00707.01*, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in *SECTION 00707.02* or the Contract Time as provided in *SECTION 00707.03*, Contractor's only remedy shall be to file a Claim with Owner as provided in this section.
- B. Contractor shall file its Claim within the earlier of: 120 days from Owner's final offer in accordance with either *SECTION 00707.01E* or *SECTION 00707.04C*; 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

**SECTION 00800  
TABLE OF CONTENTS**

**00800 SUPPLEMENTAL CONDITIONS**

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

00802.07      Builders Risk Insurance  
00810.13      Abbreviations of Administrative Organizations

**00802.07      BUILDERS RISK INSURANCE**

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

**00810.13      ABBREVIATIONS OF ADMINISTRATIVE ORGANIZATIONS**

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

<b>TABLE 00810.13</b>	
<b>ABBREVIATIONS OF ADMINISTRATIVE ORGANIZATIONS</b>	
<i>AASHTO</i>	<i>American Associations of State Highway and Transportation Officials</i>
<i>ACI</i>	<i>American Concrete Institute</i>
<i>AFPA</i>	<i>American Forest &amp; Paper Association</i>
<i>AIA</i>	<i>American Institute of Architects</i>
<i>AIEE</i>	<i>American Institute of Electrical Engineers</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>American Plywood Association</i>
<i>APWA</i>	<i>American Public Works Association</i>
<i>AREA</i>	<i>American Railway Engineering Association</i>
<i>ASA</i>	<i>American Standards 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>American Society of Testing and Materials</i>
<i>AWPA</i>	<i>American Wood Preservers' 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>IBC</i>	<i>International Building Code</i>
<i>NEMA</i>	<i>National Electrical Manufacturer's 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>Society of Automotive Engineers</i>
<i>SSPC</i>	<i>Steel Structures Painting Council</i>
<i>UL</i>	<i>Underwriter's Laboratories, Inc.</i>
<i>UMC</i>	<i>Uniform Mechanical Code</i>
<i>UPC</i>	<i>Uniform Plumbing Code</i>
<i>USCS</i>	<i>United States Commercial Standard</i>
<i>WAC</i>	<i>Washington Administrative Code</i>
<i>WISHA</i>	<i>Washington Industrial Safety and Health Administration</i>
<i>WSDOT</i>	<i>Washington State Department of Transportation</i>
<i>WWPA</i>	<i>Western Wood Products Association</i>

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

**SECTION 01000  
GENERAL REQUIREMENTS**

**01010 SUMMARY OF WORK**

The scope of this project is to add asphalt paving at four different WDFW lake access sites in Thurston County and Mason County.

**Bid Item 1: Nahwatzel Lake**

- A. Extend approximately 400 square feet of entrance paving. Prepare subgrade and compact.
- B. Install approximately 3" HMA.
- C. Install and compact shoulder rock and install transition rock to parking area.

**Bid Item 2: McIntosh Lake**

- A. Prepare final subgrade grading and compaction of accessible parking pad next to vault toilet.
- B. Install approximately 480 sf of asphalt paving for pad and walkway to toilet.
- C. Install and compact shoulder rock and install transition rock to existing traffic area.
- D. Install striping, wheel stop, and parking signs.

**Bid Item 3: Pattison Lake**

- A. Prepare final subgrade grading and compaction of accessible parking pad next to vault toilet.
- B. Install approximately 460 sf of asphalt paving for pad and walkway to toilet.
- C. Install and compact shoulder rock and install transition rock to existing traffic area.
- D. Install striping, wheel stop, and parking signs.

**Bid Item 4: Clear Lake**

- A. Prepare final subgrade grading and compaction of accessible parking pad next to vault toilet.
- B. Install approximately 460 sf of asphalt paving for pad and walkway to toilet.
- C. Install and compact shoulder rock and install transition rock to existing traffic area.
- D. Install striping, wheel stop, and parking signs.

**01011 OWNER FURNISHED ITEMS**

Not Used.

**01012 CONTRACT TIME**

Substantial Completion shall be achieved by September 30, 2021.

Final Completion shall be achieved by October 15, 2021.

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

Not Used

**01030 SCHEDULE OF VALUES**

- A. Prior to the preconstruction meeting, the Contractor shall submit on the provided form a detailed *Schedule of Values* to the Engineer 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 Engineer has received and approved the above mentioned document(s).

**01040 COORDINATION**

- A. The Contractor shall, before preparing the construction schedule, consult with the Engineer 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 Engineer 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:
  - McIntosh Lake: Building Permit
  - McIntosh Lake: Shoreline Substantial Development Permit (SSDP)
  - Pattison Lake: Shoreline Substantial Development Permit (SSDP)
  - Clear Lake: Building Permit
- 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.

## DIVISION 1 – GENERAL REQUIREMENTS

3. All costs associated with obtaining the permits, including labor, materials, and equipment shall be included in the Base Bid, except for permit fees.
  4. The Contractor shall pay all permit fees. The Contractor shall not include any permit fees in the Base Bid. The State shall reimburse the Contractor by Change Order for the actual fees charged by city, state, or county authorities with no Contractor markup. The Contractor shall provide to the State documentation regarding costs for fees paid.
- B. The Contractor shall notify city, county, and state authorities of any inspections and/or approvals required.
- C. The Washington Department of Fish and Wildlife has obtained an exemption from the Shoreline Substantial Development Permit for this Project. The *Letter of Exemption* is incorporated in *ATTACHMENT 1* at the end of this Division.

### 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 on the 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 Engineer. If any additional conditions are required it shall be done in writing by the Engineer.
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*.



## **DIVISION 1 – GENERAL REQUIREMENTS**

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.
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 Wildlife Area Manager or Assistant Manager at the beginning of each week; Monday mornings, for any special instructions.

### **01200 PROJECT MEETINGS**

Contractor shall attend a preconstruction meeting with the Engineer'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 Engineer 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 SECTION 01010 - Summary of Work, the Contractor shall submit the following items to the Engineer for review:

## **DIVISION 1 – GENERAL REQUIREMENTS**

1. A preliminary schedule of values
2. An Initial Schedule Submittal in accordance with DIVISION 0 – GENERAL CONDITIONS 00703.2.

### **C. SHOP DRAWINGS**

Not used.

### **D. SAMPLES**

Not used.

### **E. RECORD DRAWINGS**

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 Contractors 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.

### **F. QUALITY CONTROL ("QC") SUBMITTALS**

1. Quality control submittals are defined as those required by the Specifications to present documentary evidence to the Engineer 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

## **DIVISION 1 – GENERAL REQUIREMENTS**

- 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 Engineer will record the date that a QC submittal was received and review it for compliance with submittal requirements, but the review procedures and Engineer time limits above for Shop Drawings and samples will not apply.

### **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 Engineer.
- 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 OPERATING AND MAINTENANCE MANUALS**

Not Used

END OF SECTION 01000

**ATTACHMENT 1: PERMIT(S)**

**McIntosh Lake: Building Permit**

**McIntosh Lake: Shoreline Substantial Development Permit (SSDP)**

**Pattison Lake: Shoreline Substantial Development Permit (SSDP)**

**Clear Lake: Building Permit**



2000 Lakeridge Drive SW  
Olympia, WA 98502  
(360) 786-5490

INSPECTION LINE  
(360) 786-5489 to  
Schedule an Inspection  
Issue  
Date: **2-17-21**

By: **CE**

## THURSTON COUNTY BUILDING PERMIT

**19-116462 BC**

Nonresidential

Sub Type: Commercial Accessory Structure

**Site: 15034 MILITARY RD SE TENII**

Parcel: 11614341500

Applicant: Washington State Department

Owner: STATE OF WA - GAME DEPT.

### INSPECTIONS REQUIRED

INITIAL SITE WORK	442 – Erosion and Sediment Control (required prior to 111 – Footing/Posthole)	
CONCRETE	111 – Footing/Posthole	122 – Sewer
	112 – Foundation Wall	118 – Groundwork Plumbing
	116 – Underfloor	136 – Groundwork Mechanical
	124 – Strap/Hold Down	136 – LPG Test (Exterior)
	131 – Shear/Wall Nailing	164 – LPG Tank Set
DURING SITE WORK	448 – Construction BMPs (re-inspect erosion/sediment control prior to 146 – Framing)	
ROUGH IN	146 – Framing	700 – County Water Connection
	132 – Plumbing	701 – County Sewer Connection
	136 – Mechanical	170 – Special Inspection
	136 – Gas Test (Interior)	
INSULATION	148 – Floor	148 – Walls
	110 – Slab	148 – Ceiling
WALLBOARD	152 – Interior Shear/Braced Walls	151 – Fire Resistance Rated Construction
	476 – Dev Rev Final Inspection	160 – Mechanical
FINAL	160 – Building	160 – Smoke Detector
	160 – Plumbing	160 – Woodstove/Fireplace

**THIS STRUCTURE MAY NOT BE USED OR OCCUPIED UNTIL ALL FINAL  
INSPECTIONS ARE COMPLETED. IRC / IBC SECTION 110**

DO NOT PROCEED BEYOND EACH STAGE OR COVER WORK UNTIL APPROVAL IS GIVEN.

CALL FOR INSPECTIONS AT LEAST 24 HOURS IN ADVANCE.

THIS CARD SHALL BE MAINTAINED AVAILABLE BY THE PERMIT HOLDER UNTIL FINAL APPROVAL HAS BEEN GRANTED.

Contractors are required to be registered with Washington State per RCW 18.27

To verify registration call 360-902-5226

**PERMIT EXPIRES 1 YEAR FROM THE LAST APPROVED INSPECTION**

Refer to the reverse side of this card for important information about the inspection process.





2000 Lakeridge Drive SW  
Olympia, WA 98502  
(360) 786-5490

## WHAT HAPPENS NOW THAT I HAVE MY BUILDING PERMIT?

**READY FOR INSPECTION ???? -** A description of the required inspections and when they are required is outlined on the required inspections list provided when the permit is issued.

**WHO IS RESPONSIBLE FOR REQUESTING INSPECTIONS?** The permit holder or the permit holder's agent is responsible for requesting inspections. You should verify final inspection approval **prior** to use of your structure.

**WHO DO I CALL?** For building inspections call: (360) 786-5489.

**HOW DO I SCHEDULE AN INSPECTION?** Inspections must be scheduled using the IVR system at 786-5489. Have your 8-digit permit number and the 3-digit inspection code, which identifies the type of inspection you are requesting, available. The 3-digit code can be found on the permit card. Choose the date you want the inspection to occur. Make sure to wait for your confirmation number. The inspection will not schedule if you hang up prior to receiving the confirmation number.

**\*\*\*\*\*WHAT IF I HAVE QUESTIONS FOR A BUILDING INSPECTOR?** The building inspectors can be reached between 7:00 a.m. and 8:00 a.m. Monday through Friday at (360) 786-5489, press 0 at the IVR prompt. Messages will be returned within 48 hours\*\*\*\*\*.

**DO I HAVE TO BE THERE?** If the structure is occupied, an adult must be present during the inspection.

**HOW DO I MAKE CHANGES TO MY PLANS?** Visit the Building Development Center and speak with a plans examiner and permit technician. Changes to your plans may require a new permit application to be submitted and plan reviews fees to be paid.

**WILL MY PERMIT EXPIRE?** Yes, it is the policy of Thurston County Development Services that a permit issued under Thurston County Code section 14.20.010 shall expire if one of the following conditions applies:

1. When an application for the permit is made and the applicant fails to take action within 180 days on requests for information made by any Thurston County permit reviewing department
2. When a permit is not issued within 180 days from the date of approval
3. When 1 year has passed since the last approved building inspection.

**CAN I EXTEND MY PERMIT?** Yes, the request must be made prior to the permit expiring. Complete a Request for Extension of Building Permit form and submit the form with the applicable renewal fee to the Building Development Center. The form can be obtained online at [www.thurstoncountybdc.com](http://www.thurstoncountybdc.com), Link to Applications and Forms then to Residential Supplemental Applications.

**PERMIT RENEWAL:** Permits can be renewed within 180 days of expiration providing no changes have been made or will be made in the original plans and specifications. The fee for renewal of a permit shall be ½ of the amount required for a new permit. Renewal of a permit requiring only the final inspections shall be equal to 2 hours at the special inspection or ½ the amount required for a new permit, whichever is less.

**AM I PENALIZED FOR RE-INSPECTION WHEN CORRECTION NOTICES ARE ISSUED?** Re-inspection fees may be assessed:

- After a re-inspection when a correction has not been made
- When the permit card and approved plans are not available to the inspector,
- For failure to provide access on the date for which inspection is requested,
- For deviating from the plans that result in requiring approval of the change by the plans examiner.

**No additional inspections will be performed until the required fees have been paid.**

**WHEN CAN I OCCUPY OR USE MY STRUCTURE?** After the final inspection has been completed and approved. Carpeting, painting, interior doors, and finish work not regulated by code need not be complete for final inspection.

**FINAL INSPECTION REQUESTS CANNOT BE ACCEPTED UNTIL THE SEPTIC SYSTEM  
RECORD DRAWING IS SUBMITTED TO, AND APPROVED BY ENVIRONMENTAL HEALTH.**





Thurston County CPED - Bldg Dev Center  
2000 Lakeridge Drive Olympia, WA 98502  
Phone (360) 786-5490

## Nonresidential Permit # 19116462

Property Tax #:	11614341500	Plans Approved By:	
Site Address:	15034 MILITARY RD SE	Issued Date:	02/17/2021
City:	TENINO	Issued By:	Chris Edmark
Subdivision:		Expire Date:	02/17/2022
Sub Type:	Commercial Accessory Structure		
Work Proposed:	Replacement		
Permit Description:	Vault Toilet replacement McIntosh Lake		

<b>Applicant:</b>	Stephanie Kuhns/Washington State Department o	Phone(360) 584-3841
<b>Address:</b>	600 CAPITOL WAY N OLYMPIA WA 98501	
<b>Owner:</b>	STATE OF WA - GAME DEPT.	Phone(360) 790-1679
<b>Address:</b>	600 CAPITOL WAY N C/O REAL ESTATE SVCS	
<b>Registered contractor:</b>	CXT Incorporated	Phone:
<b>Address:</b>	3808 N SULLIVAN BUILDING 7 SPOKANE WA 99216 / CXTin**088DQ	
<b>Point of Contact:</b>	Stephanie Kuhns/Washington State Department o	Phone(360) 584-3841
<b>Address:</b>	600 CAPITOL WAY N OLYMPIA WA 98501	
<b>Owner/Builder:</b>	Stephanie Kuhns/Washington State Department o	Phone(360) 584-3841
<b>Address:</b>	600 CAPITOL WAY N OLYMPIA WA 98501	

### Info

Zoning: RL1/2 - Residential LAMIRD - One	Jurisdiction: COUNTY
Occupancy Classification (Dominant): U	Square Footage Floor 1: 0

### Final Conditions

- Prior to final occupancy approval, a septic tank placement record drawing must be submitted and accepted by Environmental Health.
- Prior to Final, a Septic System record drawing must be submitted and accepted by Environmental Health.

Access Issues:	none
Directions:	from oly Hwy 99 left onto WA 507 Left onto Military Rd, to site on right.

### PROPERTY OWNERS ARE RESPONSIBLE FOR DETERMINING AND MARKING ALL PROPERTY LINE LOCATIONS AND RELATED EASEMENTS.

\_\_\_\_\_ I certify that I am exempt from the requirements of state contractor's registration under RCW 18.27.090

The information furnished by me is true and correct to the best of my knowledge and all work will conform to applicable Thurston County Code. I grant employees of Thurston County access to the above property and structures for review and inspection. I will call 786-5489 for applicable inspections listed on the reverse side of this form. I will read all comments on the approved plans. I will refer to the checklist for all numbers noted on the approved plans. Failure to note any code requirements is not a waiver of that requirement.

Owner/Agent/Builder: \_\_\_\_\_ Date: \_\_\_\_\_

## Thurston County CPED - Bldg Dev Center Nonresidential Permit # 19116462

### REQUIRED INSPECTIONS

Permit # 19116462

Listed below are the required inspections for your project. To schedule, cancel or obtain results for an inspection, call the automated inspection line at (360) 786-5489. Use the corresponding code listed below to the left of the inspection when using the automated inspection line. Inspections requested by 4pm can be scheduled for the following day. Same day inspections will **not** be accepted and particular inspection times are **not** guaranteed. Please make sure you are ready **before** you schedule the inspection.

Code	Inspection Type
------	-----------------

442	SEDIMENTATION AND EROSION CONTROL - To be made after erosion control is installed (silt fence, straw wattle, construction entrance, etc.) and prior to any other earth disturbing activity. THIS INSPECTION IS STILL REQUIRED EVEN IF UTILIZING ONLY NATURAL VEGETATION FOR EROSION CONTROL. If you attempt to schedule and are not allowed, most likely the inspection took place during the initial review and has already been closed.
476	DEV REV FINAL INSPECTION - To be made prior to final building inspection and after drainage system and soil amendments are completed. Please note that this inspection shall be completed within three (3) days of the scheduled inspection date.
160	FINAL - To be made after all finished grading and the building is completed and ready for occupancy. Address must be posted on the structure to be visible from the road, if not then also placed at the road.





COUNTY COMMISSIONERS

John Hutchings  
District One

Gary Edwards  
District Two

Tye Mesner  
District Three

**COMMUNITY PLANNING &  
ECONOMIC DEVELOPMENT DEPARTMENT**

*Creating Solutions for Our Future*

Joshua Cummings, Director

October 21, 2020

CERTIFIED

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

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

**SUBJECT: PROJECT No. 2019106549, WDFW McIntosh Lake SSDP**

Dear Sir/Madam:

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

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

Sincerely,

Jackson Ewing  
Assistant Planner

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

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

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

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

**Date: October 21, 2020**

Type of Action: **Substantial Development Permit**  
Project No.: 2019106549  
Sequence No.: **19 116463 XC**  
Administering Agency: Thurston County Community Planning & Economic Development

Date Decision Received: October 6, 2020

DECISION: **APPROVED**

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

**PROJECT:** Approval of a Shoreline Substantial Development Permit for replacing two fiberglass outhouses with one concrete, ADA accessible structure, and one ADA parking space.

**PROPERTY LOCATION:** 15034 Military Road SE Tenino WA

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

**SEE ATTACHED**

Construction or substantial progress toward construction of a project for which a permit has been granted pursuant to this program must be undertaken within two (2) years after the approval of the

## **ATTACHMENT**

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

**PROJECT NO. 2019106549  
SEQUENCE NO. 19 116463 XC**

1. All construction shall be in substantial compliance with the plans included in the project JARPA application and shall comply with all applicable general policies and use regulations of the Shoreline Master Program for the Thurston Region (SMPTR).
2. During construction, the Applicant and/or agent shall ensure that activities are consistent with Washington Administrative Code, Revised Code of Washington, and County Drainage Design and Erosion Control Manual provisions that regulate erosion control near surface water.
3. The Applicant and/or agent shall remove construction debris to an approved site (landfill or recycling center) outside of the shoreline.
4. During construction, all releases of oils, hydraulic fluids, fuels and other deleterious materials must be contained and removed in a manner that will prevent their discharge to waters and soils of the state. The cleanup of spills shall take precedence over all other work at the site. Spill prevention and response material shall be kept at the site for quick response to any toxic spills, such as fuel, at the site.
5. A record drawing for the vault toilet is required to be submitted within 30 calendar days from the date Environmental Health is notified of the installation of the vault toilet.

Appendix A  
Shoreline Management Act  
Permit Data Sheet and Transmittal Letter

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

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

**Date of Transmittal:** October 21, 2020

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

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

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

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

**Applicant Information:**

Stephanie Kuhns, WDFW representative  
WA Dept. of Fish and Wildlife  
600 Capitol Way N  
Olympia WA 98501

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

Same

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

**Location of Property:** 15034 Military Road SE Tenino WA

**Water Body Name:** McIntosh Lake

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

**Environment Designation:** Rural

**Description of Project:** Approval of a Shoreline Substantial Development Permit for replacing two fiberglass outhouses with one concrete, ADA accessible structure, and one ADA parking space.

**Notice of Application Date:** March 26, 2020    **Hearing Examiner Decision Date:** October 6, 2020  
**Final Decision Date:** October 20, 2020

By: Jackson Ewing, (360) 786-5481





## COUNTY COMMISSIONERS

John Hutchings  
District One

Gary Edwards  
District Two

Tye Menser  
District Three

## HEARING EXAMINER

*Creating Solutions for Our Future*

### BEFORE THE HEARING EXAMINER FOR THURSTON COUNTY

In the Matter of the Application of	)	NO. 2019106549
	)	
Washington State	)	
Department of Fish and Wildlife	)	McIntosh Lake ADA Upgrade
	)	
For Approval of a	)	
Shoreline Substantial Development Permit	)	FINDINGS, CONCLUSIONS,
	)	AND DECISION
	)	

### SUMMARY OF DECISION

The requested shoreline substantial development permit to replace two fiberglass vault toilets with one ADA-compliant concrete vault toilet and install a new ADA-compliant parking stall at the McIntosh Lake public boat launch is **GRANTED** subject to conditions.

### SUMMARY OF RECORD

#### Request:

Washington State Department of Fish and Wildlife (WDFW, Applicant) requested a shoreline substantial development permit (SSDP) to replace two fiberglass vault toilets with one ADA-compliant concrete vault toilet and install a new ADA-compliant parking stall at the McIntosh Lake public boat launch. The subject property is located at 15034 Military Road SE, Tenino, Washington.

#### Hearing Date:

The Thurston County Hearing Examiner held a virtual open record hearing on the request on September 22, 2020. In order to ensure public access to the virtual hearing process, the record was held open two business days (through September 24, 2020) to allow written public comment from members of the public who may have had difficulty joining the virtual hearings, with additional time arranged for responses by the parties. No post-hearing public comment was submitted, and the record closed on September 24, 2020.

#### Testimony:

At the hearing the following individuals presented testimony under oath:

Jackson Ewing, Assistant Planner  
Arthur Saint, Thurston County Public Works  
Dawn Peebles, Thurston County Environmental Health Division  
Stephanie Kuhns, WDFW, Applicant Representative  
Webster Bergford, WDFW, Applicant Representative

**Exhibits:**

The following exhibits were admitted in the record:

EXHIBIT 1          Community Planning and Economic Development Report including the following attachments:

Attachment a	Notice of Public Hearing
Attachment b	Master Application, received December 24, 2019
Attachment c	JARPA Application, received December 24, 2019
Attachment d	Revised Site Plan, received January 17, 2020
Attachment e	Notice of Application, dated March 26, 2020
Attachment f	Approval memo from Amy Crass with TC Environmental Health, dated April 14, 2020
Attachment g	Comments from the Nisqually Tribe, dated April 3, 2020

Based upon the record developed at hearing, the following findings and conclusions are entered in support of the decision of the Hearing Examiner:

**FINDINGS**

1. The Applicant requested a shoreline substantial development permit (SSDP) to replace two fiberglass vault toilets with one Americans with Disabilities Act (ADA)-compliant concrete vault toilet and install a new ADA-compliant parking stall at the McIntosh Lake public boat launch. The subject property is located at 15034 Military Road SE, Tenino, Washington.<sup>1</sup> *Exhibits 1, 1.B, 1.C, and 1.D.*
2. The SSDP application was submitted on December 24, 2019 and determined to be complete for purposes of commencing County review on January 21, 2020. *Exhibit 1.E.*

---

<sup>1</sup> The subject property is legally described as: 14-16-1W L4&5&NE-SW& SL ADJ COM 1100.6F E OF SW COR; also known as tax parcel number 11614341500. *Exhibit 1.*

3. The subject property is two acres in area and is zoned Residential Limited Area of More Intense Rural Development – One Dwelling Unit per Two Acres (RL 1/2). *Exhibit 1.* Existing development on the site consists of two articulated concrete boat ramps, two fiberglass vault toilets, and an associated parking area. Installed in or before 1969, the boat launch predates adoption of the County zoning code and is considered a legal nonconforming use within the RL 1/2 zone. Surrounding development is single-family residential. *Exhibits 1 and 1.C.*
4. The subject property is on McIntosh Lake, a shoreline that is regulated under the Shoreline Master Program for the Thurston Region (SMPTR). The SMPTR designates the project area as a Rural shoreline environment. Recreation uses and boating facilities (including boat ramps) are allowed in the Rural shoreline environment subject to the applicable regulations of the SMPTR. A shoreline substantial development permit is required for the development because it is within the regulated shoreline and the value exceeds the permit threshold of \$7047.00. *Exhibits 1 and 1.C; WAC 173-27-040; WSR 17-17-007; SMPTR Section Three, Chapters IV(D) and XIV(D).*
5. The proposed new concrete vault toilet would be installed in nearly the same location as the toilets it would be replacing, setback a slightly greater distance from the lot boundary than the existing toilet. While the replacement toilet and new ADA parking stall would occupy a slightly greater footprint than the existing facility, the area is similar in size and near existing parking areas within the same general portion of the subject property; Planning Staff submitted that the replacement work envelope is close enough to the same size as the existing facility's footprint so as not to be considered an expansion. The fencing around the existing toilets would be removed but not replaced. The excavated hole for the new toilet would be five feet deep, eight feet wide, and 14 feet long. The height of the structure would be approximately 9.5 feet to the top of the roof and approximately 12 feet to the top of the vent pipe. A 20-foot by 20-foot asphalt parking pad would be installed north of the new toilet for the ADA-compliant parking stall. Fresh gravel would be placed on the existing parking area. *Exhibits 1.C and 1.D; Jackson Ewing Testimony.*
6. No impacts to the lake are anticipated because the proposed work would occur approximately 166 feet upland of the ordinary high water mark, and waste would not be discharged to the lake. Erosion control measures would be inspected in the field prior to construction through the building permit process by County Public Works Staff. The existing vault toilets would be pumped out and their contents disposed of at the Lott treatment facility. The debris from demolition would be recycled if possible, as in the concrete, or disposed of at the landfill. Clean gravel would be imported for surfacing the parking area. No wetlands or other critical areas, species of wildlife listed under the Endangered Species Act, or priority habitats have been identified on the site. *Exhibit 1.C; Testimony of Stephanie Kuhns, Webster Bergford, and Arthur Saint.*
7. The project is not expected to adversely affect the surrounding neighborhood due to its small scale, because it is not a change in use, and due to the presence of existing



screening vegetation along the site's perimeter. Planning Staff submitted that the scale of the project does not warrant requiring additional landscaping. *Exhibit 1; Jackson Ewing Testimony.*

8. The Thurston County Environmental Health Division reviewed the SSDP application and did not identify any issues of public health concern. A tank placement application is currently under review and would have to receive final health department approval prior to construction. Environmental Health recommended land use approval of the SSDP application subject to a condition that the Applicant submit a record drawing for the vault toilet within 30 days of the date of notification of installation. *Exhibit 1.F; Dawn Peebles Testimony.*
9. The proposal is categorically exempt from review under the State Environmental Policy Act pursuant to TCC 17.09.055 and WAC 197-11-800. *Exhibits 1 and 1.C.*
10. Planning Staff recommended approval of the SSDP subject to conditions requiring the Applicant to: develop the site consistent with the approved plans and the SMPTR; comply with state erosion control requirements; remove construction debris to an approved site outside of the shoreline; contain and remove any releases of hazardous materials; and provide a record drawing for the vault toilet as requested by the Environmental Health division. *Exhibit 1.* The Applicant waived objection to the recommended conditions. *Stephanie Kuhns Testimony.*
11. Notice of the virtual public hearing was mailed to all property owners within 500 feet of the site on September 9, 2020 and published in The Olympian on September 11, 2020. *Exhibit 1.A.* The Nisqually Indian Tribe requested to be notified of inadvertent discoveries of archeological resources. *Exhibit 1.H.* There was no other public comment on the proposal, either before the hearing or during the post-hearing public comment period.

## **CONCLUSIONS**

### **Jurisdiction**

The Hearing Examiner is granted jurisdiction to hear and decide applications for shoreline substantial development permits pursuant to RCW Chapter 36.70, WAC 173-27, and Section One, Part V of the Shoreline Master Program for the Thurston Region.

### **Criteria for Review**

#### **Shoreline Substantial Development Permit (WAC 173-27-150)**

To be approved by the Hearing Examiner, the proposed shoreline substantial development permit must be consistent with:

- A. The policies and procedures of the Shoreline Management Act;
- B. The provisions of applicable regulations; and
- C. The Shoreline Master Program for the Thurston Region.



*A. Shoreline Management Act*

Chapter 90.58 RCW, the Washington State Shoreline Management Act (SMA) of 1971, establishes a cooperative program of shoreline management between the local and state governments with local government having the primary responsibility for initiating the planning required by the chapter and administering the regulatory program consistent with the Act. The Thurston County Shoreline Master Program (SMPTR) provides goals, policies and regulatory standards for ensuring that development within the shorelines of the state is consistent the policies and provisions of Chapter 90.58 RCW.

The intent of the policies of RCW 90.58.020 is to foster “all reasonable and appropriate uses” and to protect against adverse effects to the public health, the land, and its vegetation and wildlife. The SMA mandates that local governments adopt shoreline management programs that give preference to uses (in the following order of preference) that: recognize and protect the statewide interest over local interest; preserve the natural character of the shoreline; result in long term over short term benefit; protect the resources and ecology of the shoreline; increase public access to publicly owned areas of the shorelines; and increase recreational opportunities for the public in the shoreline. The public’s opportunity to enjoy the physical and aesthetic qualities of natural shorelines of the state is to be preserved to the greatest extent feasible consistent with the overall best interest of the state and the people generally. To this end uses that are consistent with control of pollution and prevention of damage to the natural environment, or are unique to or dependent upon use of the state’s shoreline, are to be given preference.

*B. Applicable regulations from the Washington Administrative Code*

WAC 173-27-140 Review criteria for all development.

- a. No authorization to undertake use or development on shorelines of the state shall be granted by the local government unless upon review the use or development is determined to be consistent with the policy and provisions of the Shoreline Management Act and the master program.
- b. No permit shall be issued for any new or expanded building or structure of more than thirty-five feet above average grade level on shorelines of the state that will obstruct the view of a substantial number of residences on areas adjoining such shorelines except where a master program does not prohibit the same and then only when overriding considerations of the public interest will be served.

WAC 173-27-190 Permits for substantial development, conditional use, or variance.

- (1) Each permit for a substantial development, conditional use or variance issued by local government shall contain a provision that construction pursuant to the permit shall not begin and is not authorized until twenty-one days from the date of filing as defined in RCW 90.58.140(6) and WAC 173-27-130, or until all review proceedings initiated within twenty-one days from the date of such filing have been terminated; except as provided in RCW 90.58.140 (5)(a) and (b).

*C. Shoreline Master Program for the Thurston Region*

The proposal is governed by the policies and regulations contained in the “Recreation” and “Boating Facilities” chapters of the SMPTR.

### SMPTR Section Three, Chapter XIV, Part B. Recreation Policies

1. Priorities for recreational development of shorelines should relate directly to densities and unique characteristics of the population served. Priorities for acquisition should consider need and special opportunities as well as access by public transit.
2. All recreational development projects should be considered on the basis of their compatibility with the environment.
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6. Where possible, parking areas should be located inland, away from the immediate edge of the water, and recreational beaches, and should be linked with the shoreline by walkways.
7. Recreational development should comply with all applicable city, county, state, and federal regulations.
8. Facilities for intensive recreational activities should be permitted only where sewage disposal and pest control can be accomplished to meet public health standards without altering the environment adversely.
9. Development of public fishing piers, underwater fishing reefs, and access to public waters and tidelands should be encouraged as part of an overall recreation plan or development.
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11. Artificial marine life habitats should be encouraged in order to provide increased aquatic life for recreation. Such habitats should be constructed in areas of low habitat diversity.

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1. Public access points on lakes must provide parking space appropriate for the intended use.

2. Recreation facilities or structures which are not compatible with the environmental designation in which they are proposed are prohibited.
3. Events and temporary uses in the public interest may be approved by the Administrator in any environment, provided that such uses will not damage the wetland environment.
4. Recreational developments must provide facilities for nonmotorized access, such as pedestrian, bicycle and/or equestrian path links to the shoreline.
5. Sewage disposal and pest control must meet public health standards; waste must not be allowed to enter the water.
6. The following regulations shall apply to artificial aquatic life habitats:
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7. Public or private recreation areas which cater to the use of all-terrain or off-road vehicles as the primary recreational activity shall not be allowed in the shoreline areas.
8. All stair towers meeting one of the following conditions must be designed by a licensed civil engineer:
  - a. The location proposed is mapped as "Unstable" or "Intermediate Stability" in the Washington Coastal Zone Atlas prepared by the state Department of Ecology.
  - b. All stair towers 24 feet in height or taller.
  - c. Other instances where the building official determines that site conditions dictate the preparation of plans by a licensed civil engineer.
9. Stair towers shall be designed to minimize obstructing the views enjoyed by adjoining residences.

SMPTR Section Three, Chapter XIV, Part D. Environmental Designations and Regulations

4. Rural Environment. Low to medium intensity recreational uses shall be permitted on Rural Environment shorelines, subject to the general regulations and the following specific regulations:
  - a. A recreational facility of structure which changes or detracts from the character of the Rural Environment (by building design or intensity of use) shall be prohibited.



- b. Roads, parking and vehicular camping facilities, including restrooms, shall not be located within fifty (50) feet of the ordinary high-water mark of any shoreline with the exception of access to boat launching facilities. Parking facilities and roadways may be within fifty (50) feet only if they provide access for handicap or for scenic viewpoints. Maintenance or upgrading of existing roads, parking and/or vehicle camping facilities including restrooms is permitted provided the area devoted to these facilities is not enlarged. Pedestrian and hiking trail access shall be provided to link upland facilities with the shoreline.

SMPTR Section Three, Chapter IV, Part B. Boating Policies (marinas and launching ramps)

1. Evidence of substantial demand must be demonstrated prior to allowance of new marina or boat launching facilities.
2. Shallow water embayments with poor flushing action should not be utilized for marinas or boat launching facilities.
3. Marinas and launching ramps should be located to minimize the need for continual dredging, filling, beach feeding, and other river, lake, harbor, and channel maintenance activities.
4. Fuel handling and storage procedures that minimize accidental spillage and provide satisfactory means for handling those spills that do occur should be required.
5. Solid and liquid wastes and untreated effluents should not be allowed to enter any bodies of water or to be discharged onto the land.
6. Where wet moorage is offered, pump-out and holding or treatment facilities should be provided by marinas for sewage contained on boats to protect water quality.
7. In locating marinas, the adverse effects of construction and operation of the facility upon fish and shellfish should be minimized.
8. Marinas and boat launching facilities should be located in areas where parking and access to the facility can be accommodated without causing adverse impacts upon the adjacent properties.
9. Landscaping should be utilized to moderate the visual impact of parking areas, marinas and boat launching facilities.
10. Illumination should be designed and constructed to minimize off-site light and glare.
11. Proposed marinas should provide for as many compatible shoreline dependent recreational uses as possible according to the size and extent of the facilities.

SMPTR Section Three, Chapter IV, Part C. Boating Regulations (marinas and launching ramps)

1. Marinas shall conform to the commercial and parking use regulations of this program.

2. Marinas and launch ramps shall be located in areas where there is adequate water mixing and flushing and shall be designed not to retard or negatively influence flushing characteristics.
3. Marinas and launch ramps shall be located on stable shorelines where water depths are adequate to eliminate or minimize the need for offshore or foreshore channel construction dredging, maintenance dredging, spoil disposal, filling, beach feeding and other river, lake, harbor and channel maintenance activities.
4. All boating facilities, including marinas and boat yards, shall utilize effective measures to prevent the release of oil, chemicals, or other hazardous materials onto or into the water. Such measures may include, but are not limited to, dikes, catch basins or settling ponds, interceptor drains, and planted buffers.
5. For marinas offering wet moorage, pump-out and holding or treatment facilities shall be provided to handle sewage contained on boats.
6. Marinas and their accessory facilities shall be located, designed, constructed and operated to minimize adverse effects on fish and shellfish.
7. In sensitive areas, such as near certified shellfish beds, the applicant shall be required to demonstrate that the maximum protection of shore features, water quality, and existing uses will be provided.
8. Perimeters of parking areas shall be landscaped. The permit application shall identify the size, type and location of landscaping.
9. Marinas shall make available public access opportunities, such access will not endanger public health and safety. If it is not physically feasible to develop public access, the project may be exempted from the requirement.
10. Accessory uses at marinas shall be limited to those uses that are shoreline dependent and of necessity to marina operation.
11. Marinas shall provide at least one method of boat launching, where feasible.
12. Restroom facilities must be provided at marinas and boat launching facilities.

#### SMPTR Section Three, Chapter IV, Part D. Environmental Designations and Regulations

2. Suburban and Rural Environments. Marinas, boat ramps, piers, docks, boathouses, mooring buoys, recreational floats and marine railways are permitted subject to the Policies and General Regulations.

#### SMPTR Section Two, Chapter V. REGIONAL CRITERIA

The Shoreline Master Program for the Thurston Region contains regional criteria that apply to the proposal. All development within the jurisdiction of this Master Program shall demonstrate compliance with the following criteria:

- A. Public access to shorelines shall be permitted only in a manner which preserves or enhances the characteristics of the shoreline which existed prior to establishment of public access.
- B. Protection of water quality and aquatic habitat is recognized as a primary goal. All applications for development of shorelines and use of public waters shall be closely analyzed for their effect on the aquatic environment. Of particular concern will be the preservation of the larger ecological system when a change is proposed to a lesser part of the system, like a marshland or tideland.
- C. Future water-dependent or water-related industrial uses shall be channeled into shoreline areas already so utilized or into those shoreline areas which lend themselves to suitable industrial development. Where industry is now located in shoreline areas that are more suited to other uses, it is the policy of this Master Program to minimize expansion of such industry.
- D. Residential development shall be undertaken in a manner that will maintain existing public access to the publicly-owned shorelines and not interfere with the public use of water areas fronting such shorelines, nor shall it adversely affect aquatic habitat.
- E. Governmental units shall be bound by the same requirements as private interests.
- F. Applicants for permits shall have the burden of proving that a proposed substantial development is consistent with the criteria which must be met before a Permit is granted. In any review of the granting or denial of an application for a permit as provided in RCW 90.58.18.180 (1), the person requesting the review shall have the burden of proof.
- G. Shorelines of this Region which are notable for their aesthetic, scenic, historic or ecological qualities shall be preserved. Any private or public development which would degrade such shoreline qualities shall be discouraged. Inappropriate shoreline uses and poor quality shoreline conditions shall be eliminated when a new shoreline development or activity is authorized.
- H. Protection of public health is recognized as a primary goal. All applications for development or use of shorelines shall be closely analyzed for their effect on the public health.

#### **Conclusions Based on Findings**

- I. As conditioned, the proposal is consistent with the policies and procedures of the Shoreline Management Act. The proposed restroom and parking improvements would improve public access to the shoreline while not affecting the existing character or ecology of the shoreline. The conditions of approval address erosion control, disposal of



construction debris, spill containment, and Environmental Health requirements. *Findings 3, 4, 5, 6, 7, 8, and 10.*

2. The proposal complies with applicable regulations in the Washington Administrative Code. No structure would exceed 35 feet above average grade. *Finding 5.*
3. As conditioned, the proposal is consistent with the policies and regulations of the Shoreline Master Program for the Thurston Region. Because the boat launch use is an existing use that would not be expanded or modified by the toilet replacement project, very few of the policies and regulations are applicable. With respect to the applicable recreation policies and regulations, the proposal would place new parking a significant distance upland of the water's edge, would comply with applicable regulations, would provide for sewage disposal that would meet public health standards and not result in discharge to the lake, and would not detract from the character of the rural environment. With respect to the applicable boating facilities policies and regulations, the proposal would not allow wastes and untreated effluents to enter the lake and would not create new visual impacts. Upgrading the existing restroom facilities is consistent with the boating regulation requiring that such facilities be provided. With respect to the applicable regional criteria, the proposal as conditioned would not affect water quality or degrade the condition of the shoreline. The application has been reviewed for potential public health impacts and none have been identified. *Findings 1, 3, 5, 6, 7, 8, and 10.*

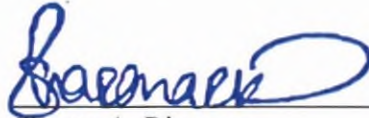
### DECISION

Based upon the preceding findings and conclusions, the requested shoreline substantial development permit to replace two fiberglass vault toilets with one ADA-compliant concrete vault toilet and install a new ADA-compliant parking stall at the McIntosh Lake public boat launch is **GRANTED** subject to the following conditions:

1. All construction shall be in substantial compliance with the plans included in the project JARPA application and shall comply with all applicable general policies and use regulations of the Shoreline Master Program for the Thurston Region (SMPTR).
2. During construction, the Applicant and/or agent shall ensure that activities are consistent with Washington Administrative Code, Revised Code of Washington, and County Drainage Design and Erosion Control Manual provisions that regulate erosion control near surface water.
3. The Applicant and/or agent shall remove construction debris to an approved site (landfill or recycling center) outside of the shoreline.
4. During construction, all releases of oils, hydraulic fluids, fuels and other deleterious materials must be contained and removed in a manner that will prevent their discharge to waters and soils of the state. The cleanup of spills shall take precedence over all other work at the site. Spill prevention and response material shall be kept at the site for quick response to any toxic spills, such as fuel, at the site.

5. A record drawing for the vault toilet is required to be submitted within 30 calendar days from the date Environmental Health is notified of the installation of the vault toilet.

Decided October 6, 2020 by



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Sharon A. Rice  
Thurston County Hearing Examiner





COUNTY COMMISSIONERS

John Hutchings  
District One

Gary Edwards  
District Two

Tye Menser  
District Three

**HEARING EXAMINER**

*Creating Solutions for Our Future*

**BEFORE THE HEARING EXAMINER  
FOR THURSTON COUNTY**

In the Matter of the Application of	)	NO. 2019106550
	)	
Washington State	)	
Department of Fish and Wildlife	)	<b>Pattison Lake ADA Upgrade</b>
	)	
For Approval of a	)	
Shoreline Substantial Development Permit	)	FINDINGS, CONCLUSIONS,
	)	AND DECISION
	)	

**SUMMARY OF DECISION**

The requested shoreline substantial development permit to replace two fiberglass vault toilets with one ADA-compliant concrete vault toilet and install a new ADA-compliant parking stall at the Pattison Lake public boat launch is **GRANTED** subject to conditions.

**SUMMARY OF RECORD**

**Request:**

Washington State Department of Fish and Wildlife (WDFW, Applicant) requested a shoreline substantial development permit (SSDP) to replace two fiberglass vault toilets with one ADA-compliant concrete vault toilet and install a new ADA-compliant parking stall at the Pattison Lake public boat launch. The subject property is located at 5711 Henslin Drive SE, Olympia, Washington.

**Hearing Date:**

The Thurston County Hearing Examiner held a virtual open record hearing on the request on September 22, 2020. In order to ensure public access to the virtual hearing process, the record was held open two business days (through September 24, 2020) to allow written public comment from members of the public who may have had difficulty joining the virtual hearings, with additional time arranged for responses by the parties. No post-hearing public comment was submitted, and the record closed on September 24, 2020.

**Testimony:**

At the hearing the following individuals presented testimony under oath:

Jackson Ewing, Assistant Planner, Thurston County  
Arthur Saint, Civil Engineer, Thurston County  
Dawn Peebles, Environmental Health Specialist, Thurston County  
Stephanie Kuhns, Environmental Planner, WDFW  
Webster Bergford, WDFW, Applicant Representative

**Exhibits:**

The following exhibits were admitted in the record:

EXHIBIT 1          Community Planning and Economic Development Report including the following attachments:

Attachment a	Notice of Public Hearing, dated September 11, 2020
Attachment b	Master Application, received December 24, 2019
Attachment c	JARPA Application, received December 24, 2019
Attachment d	Site Plan and elevations, received December 24, 2019
Attachment e	Notice of Application with Adjacent Property Owners list, dated May 22, 2020
Attachment f	Comments from the WA Dept. of Ecology, dated June 11, 2020
Attachment g	Approval memo from Amy Crass with TC Environmental Health, dated February 28, 2020
Attachment h	Comments from the Nisqually Tribe, dated January 22, 2019

Based on the record developed at hearing, the following findings and conclusions are entered in support of the decision of the Hearing Examiner:

**FINDINGS**

1. The Applicant requested a shoreline substantial development permit (SSDP) to replace two fiberglass vault toilets with one ADA-compliant concrete vault toilet and install a new ADA-compliant parking stall at the Pattison Lake public boat launch. The subject property is located at 5711 Henslin Drive SE, Olympia, Washington.<sup>1</sup> *Exhibits 1, 1.B, 1.C, and 1.D.*

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<sup>1</sup> The subject property is legally described as follows: 5-18-1W SW-SE COM 4 COR SEC 2 & 35, S32-12-24-

2. The SSDP application was submitted on December 24, 2019 and determined to be complete for purposes of commencing County review on January 21, 2020. *Exhibit 1.E.*
3. The subject property is one acre in area (including the portion of the property located on the east side of Henslin Drive) and is zoned McAllister Geologically Sensitive Area (MGSA). *Exhibit 1.* Development on the site consists of an articulated concrete boat ramp, two fiberglass vault toilets, and an associated parking area. The boat launch predates adoption of the County zoning code and is considered a legal nonconforming use within the MGSA zone. Surrounding development is single-family residential. *Exhibits 1 and 1.C.*
4. The subject property is on Pattison Lake, a shoreline that is regulated under the Shoreline Master Program for the Thurston Region (SMPTR). The SMPTR designates the project area as a Rural shoreline environment. Recreation uses and boating facilities (including boat ramps) are allowed in the Rural shoreline environment subject to the applicable regulations of the SMPTR. A shoreline substantial development permit is required for the development because it is within the regulated shoreline and the value exceeds the permit threshold of \$7047.00. *Exhibits 1 and 1.C; WAC 173-27-040; WSR 17-17-007; SMPTR Section Three, Chapters IV(D) and XIV(D).*
5. The proposed new concrete vault toilet would be installed in approximately the same location as the existing toilets it would be replacing, except moved slightly towards the interior of the site to ensure a minimum five-foot setback from the property line. The fencing around the existing toilets would be removed and not replaced. The excavated hole for the new toilet would be approximately five feet deep, eight feet wide, and 14 feet long. The height of the structure would be approximately 9.5 feet to the top of the roof and approximately 12 feet to the top of the vent pipe. A 20-foot by 20-foot asphalt parking pad would be installed east of the new toilet for the ADA-compliant parking stall. The existing WDFW sign in the proposed work area would be relocated to the entrance gate. Fresh gravel would be placed on the existing parking area. *Exhibits 1.C and 1.D.*
6. No impacts to the lake are anticipated because the proposed work would occur approximately 145 feet upland of the ordinary high water mark, and waste would not be discharged to the lake. Erosion control measures would be inspected in the field prior to construction through the building permit process by County Public Works Staff. No wetlands or other critical areas, species of wildlife listed under the Endangered Species Act, or priority habitats have been identified on the site. *Exhibit 1.C; Testimony of Stephanie Kuhns and Arthur Saint.*
7. The project is not expected to adversely affect the surrounding neighborhood due to its small scale, because it is not a change in use, and due to the existing screening vegetation along the site's perimeter. Planning Staff submitted that the scale of the project does not

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W136.95F TO SHORE; also known as tax parcel number 114835430400. *Exhibit 1.*



warrant requiring additional landscaping. *Exhibit 1; Jackson Ewing Testimony.*

8. The Thurston County Environmental Health Division reviewed the SSDP application and did not identify any issues of public health concern. A tank placement application is currently under review and would have to receive final health department approval prior to construction. Environmental Health recommended approval of the SSDP application subject to a condition that the Applicant submit a record drawing for the vault toilet within 30 days of the date of notification of installation. *Exhibit 1.G; Dawn Peebles Testimony.*
9. The proposal is categorically exempt from review as minor new construction under the State Environmental Policy Act pursuant to TCC 17.09.055(F) and WAC 197-11-800. *Exhibits 1 and 1.C; Jackson Ewing Testimony.*
10. Planning Staff recommended approval of the SSDP subject to conditions requiring the Applicant to: develop the site consistent with the approved plans and the SMPTR; comply with state erosion control requirements; remove construction debris to an approved site outside of the shoreline; contain and remove any releases of hazardous materials; and provide a record drawing for the vault toilet as requested by the Environmental Health division. *Exhibit 1.*
11. Notice of the virtual public hearing was mailed to all property owners within 500 feet of the site on September 9, 2020 and published in The Olympian on September 11, 2020. *Exhibit 1.A.* The Nisqually Indian Tribe requested to be notified of inadvertent discoveries of archeological resources. *Exhibit 1.H.* There was no other public comment on the proposal, either before the hearing or during the post-hearing public comment period.

## **CONCLUSIONS**

### **Jurisdiction**

The Hearing Examiner is granted jurisdiction to hear and decide applications for shoreline substantial development permits pursuant to RCW Chapter 36.70, WAC 173-27, and Section One, Part V of the Shoreline Master Program for the Thurston Region.

### **Criteria for Review**

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the exception of access to boat launching facilities. Parking facilities and roadways may be within fifty (50) feet only if they provide access for handicap or for scenic viewpoints. Maintenance or upgrading of existing roads, parking and/or vehicle camping facilities including restrooms is permitted provided the area devoted to these facilities is not enlarged. Pedestrian and hiking trail access shall be provided to link upland facilities with the shoreline.

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2. Shallow water embayments with poor flushing action should not be utilized for marinas or boat launching facilities.
3. Marinas and launching ramps should be located to minimize the need for continual dredging, filling, beach feeding, and other river, lake, harbor, and channel maintenance activities.
4. Fuel handling and storage procedures that minimize accidental spillage and provide satisfactory means for handling those spills that do occur should be required.
5. Solid and liquid wastes and untreated effluents should not be allowed to enter any bodies of water or to be discharged onto the land.
6. Where wet moorage is offered, pump-out and holding or treatment facilities should be provided by marinas for sewage contained on boats to protect water quality.
7. In locating marinas, the adverse effects of construction and operation of the facility upon fish and shellfish should be minimized.
8. Marinas and boat launching facilities should be located in areas where parking and access to the facility can be accommodated without causing adverse impacts upon the adjacent properties.
9. Landscaping should be utilized to moderate the visual impact of parking areas, marinas and boat launching facilities.
10. Illumination should be designed and constructed to minimize off-site light and glare.
11. Proposed marinas should provide for as many compatible shoreline dependent recreational uses as possible according to the size and extent of the facilities.

SMPTR Section Three, Chapter IV, Part C. Boating Regulations (marinas and launching ramps)

1. Marinas shall conform to the commercial and parking use regulations of this program.



2. Marinas and launch ramps shall be located in areas where there is adequate water mixing and flushing and shall be designed not to retard or negatively influence flushing characteristics.
3. Marinas and launch ramps shall be located on stable shorelines where water depths are adequate to eliminate or minimize the need for offshore or foreshore channel construction dredging, maintenance dredging, spoil disposal, filling, beach feeding and other river, lake, harbor and channel maintenance activities.
4. All boating facilities, including marinas and boat yards, shall utilize effective measures to prevent the release of oil, chemicals, or other hazardous materials onto or into the water. Such measures may include, but are not limited to, dikes, catch basins or settling ponds, interceptor drains, and planted buffers.
5. For marinas offering wet moorage, pump-out and holding or treatment facilities shall be provided to handle sewage contained on boats.
6. Marinas and their accessory facilities shall be located, designed, constructed and operated to minimize adverse effects on fish and shellfish.
7. In sensitive areas, such as near certified shellfish beds, the applicant shall be required to demonstrate that the maximum protection of shore features, water quality, and existing uses will be provided.
8. Perimeters of parking areas shall be landscaped. The permit application shall identify the size, type and location of landscaping.
9. Marinas shall make available public access opportunities, such access will not endanger public health and safety. If it is not physically feasible to develop public access, the project may be exempted from the requirement.
10. Accessory uses at marinas shall be limited to those uses that are shoreline dependent and of necessity to marina operation.
11. Marinas shall provide at least one method of boat launching, where feasible.
12. Restroom facilities must be provided at marinas and boat launching facilities.

#### SMPTR Section Three, Chapter IV, Part D. Environmental Designations and Regulations

2. Suburban and Rural Environments. Marinas, boat ramps, piers, docks, boathouses, mooring buoys, recreational floats and marine railways are permitted subject to the Policies and General Regulations.

#### SMPTR Section Two, Chapter V. REGIONAL CRITERIA

The Shoreline Master Program for the Thurston Region contains regional criteria that apply to

the proposal. All development within the jurisdiction of this Master Program shall demonstrate compliance with the following criteria:

- A. Public access to shorelines shall be permitted only in a manner which preserves or enhances the characteristics of the shoreline which existed prior to establishment of public access.
- B. Protection of water quality and aquatic habitat is recognized as a primary goal. All applications for development of shorelines and use of public waters shall be closely analyzed for their effect on the aquatic environment. Of particular concern will be the preservation of the larger ecological system when a change is proposed to a lesser part of the system, like a marshland or tideland.
- C. Future water-dependent or water-related industrial uses shall be channeled into shoreline areas already so utilized or into those shoreline areas which lend themselves to suitable industrial development. Where industry is now located in shoreline areas that are more suited to other uses, it is the policy of this Master Program to minimize expansion of such industry.
- D. Residential development shall be undertaken in a manner that will maintain existing public access to the publicly-owned shorelines and not interfere with the public use of water areas fronting such shorelines, nor shall it adversely affect aquatic habitat.
- E. Governmental units shall be bound by the same requirements as private interests.
- F. Applicants for permits shall have the burden of proving that a proposed substantial development is consistent with the criteria which must be met before a Permit is granted. In any review of the granting or denial of an application for a permit as provided in RCW 90.58.18.180 (1), the person requesting the review shall have the burden of proof.
- G. Shorelines of this Region which are notable for their aesthetic, scenic, historic or ecological qualities shall be preserved. Any private or public development which would degrade such shoreline qualities shall be discouraged. Inappropriate shoreline uses and poor quality shoreline conditions shall be eliminated when a new shoreline development or activity is authorized.
- H. Protection of public health is recognized as a primary goal. All applications for development or use of shorelines shall be closely analyzed for their effect on the public health.

#### **Conclusions Based on Findings**

1. As conditioned, the proposal is consistent with the policies and procedures of the Shoreline Management Act. The proposed restroom and parking improvements would improve public access to the shoreline while not affecting the existing character or ecology of the shoreline. The conditions of approval address erosion control, disposal of

construction debris, spill containment, and Environmental Health requirements. *Findings 3, 4, 5, 6, 7, 8, and 10.*

2. The proposal complies with applicable regulations in the Washington Administrative Code. No structure would exceed 35 feet above average grade. *Finding 5.*
3. As conditioned, the proposal is consistent with the policies and regulations of the Shoreline Master Program for the Thurston Region. Because the boat launch use is an existing use that would not be expanded or modified by the toilet replacement project, very few of the policies and regulations are applicable. With respect to the applicable recreation policies and regulations, the proposal would place new parking a significant distance upland of the water's edge, would comply with applicable regulations, would provide for sewage disposal that would meet public health standards and not result in discharge to the lake, and would not detract from the character of the rural environment. With respect to the applicable boating facilities policies and regulations, the proposal would not allow wastes and untreated effluents to enter the lake and would not create new visual impacts. Upgrading the existing restroom facilities is consistent with the boating regulation requiring that such facilities be provided. With respect to the applicable regional criteria, the proposal as conditioned would not affect water quality or degrade the condition of the shoreline. The application has been reviewed for potential public health impacts and none were identified. *Findings 1, 3, 5, 6, 7, 8, and 10.*

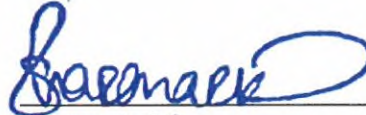
### DECISION

Based upon the preceding findings and conclusions, the requested shoreline substantial development permit to replace two fiberglass vault toilets with one ADA-compliant concrete vault toilet and install a new ADA-compliant parking stall at the Pattison Lake public boat launch is **GRANTED** subject to the following conditions:

1. All construction shall be in substantial compliance with the plans included in the project JARPA application and shall comply with all applicable general policies and use regulations of the Shoreline Master Program for the Thurston Region (SMPTR).
2. During construction, the Applicant and/or agent shall ensure that activities are consistent with Washington Administrative Code, Revised Code of Washington, and County Drainage Design and Erosion Control Manual provisions that regulate erosion control near surface water.
3. The Applicant and/or agent shall remove construction debris to an approved site (landfill or recycling center) outside of the shoreline.
4. During construction, all releases of oils, hydraulic fluids, fuels and other deleterious materials must be contained and removed in a manner that will prevent their discharge to waters and soils of the state. The cleanup of spills shall take precedence over all other work at the site. Spill prevention and response material shall be kept at the site for quick response to any toxic spills, such as fuel, at the site.

5. A record drawing for the vault toilet is required to be submitted within 30 calendar days from the date Environmental Health is notified of the installation of the vault toilet.

Decided October 6, 2020 by



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Sharon A. Rice  
Thurston County Hearing Examiner





COUNTY COMMISSIONERS

John Hutchings  
District One

Gary Edwards  
District Two

Tye Mesner  
District Three

**COMMUNITY PLANNING &  
ECONOMIC DEVELOPMENT DEPARTMENT**

*Creating Solutions for Our Future*

Joshua Cummings, Director

October 21, 2020

CERTIFIED

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

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

**SUBJECT: PROJECT No. 2019106550, WDFW Pattison Lake SSDP**

Dear Sir/Madam:

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

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

Sincerely,

Jackson Ewing  
Assistant Planner

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

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

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

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

**Date: October 21, 2020**

Type of Action:	<b>Substantial Development Permit</b>
Project No.:	<b>2019106550</b>
Sequence No.:	<b>19 116465 XC</b>
Administering Agency:	Thurston County Community Planning & Economic Development

Date Decision Received:      October 6, 2020

DECISION:                      **APPROVED**

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

**PROJECT:** Approval of a Shoreline Substantial Development Permit for replacing two fiberglass outhouses with one concrete, ADA accessible structure, and one ADA parking space.

**PROPERTY LOCATION:** 5711 Henslin Drive SE, Olympia WA

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

**SEE ATTACHED**

## **ATTACHMENT**

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

**PROJECT NO. 2019106550  
SEQUENCE NO. 19 116465 XC**

1. All construction shall be in substantial compliance with the plans included in the project JARPA application and shall comply with all applicable general policies and use regulations of the Shoreline Master Program for the Thurston Region (SMPTR).
2. During construction, the Applicant and/or agent shall ensure that activities are consistent with Washington Administrative Code, Revised Code of Washington, and County Drainage Design and Erosion Control Manual provisions that regulate erosion control near surface water.
3. The Applicant and/or agent shall remove construction debris to an approved site (landfill or recycling center) outside of the shoreline.
4. During construction, all releases of oils, hydraulic fluids, fuels and other deleterious materials must be contained and removed in a manner that will prevent their discharge to waters and soils of the state. The cleanup of spills shall take precedence over all other work at the site. Spill prevention and response material shall be kept at the site for quick response to any toxic spills, such as fuel, at the site.
5. A record drawing for the vault toilet is required to be submitted within 30 calendar days from the date Environmental Health is notified of the installation of the vault toilet.

Appendix A  
Shoreline Management Act  
Permit Data Sheet and Transmittal Letter

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

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

**Date of Transmittal:** October 21, 2020

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

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

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

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

**Applicant Information:**

Stephanie Kuhns, WDFW representative  
WA Dept. of Fish and Wildlife  
600 Capitol Way N  
Olympia WA 98501

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

Same

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

**Location of Property:** 5711 Henslin Drive SE, Olympia WA

**Water Body Name:** Pattison Lake

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

**Environment Designation:** Rural

**Description of Project:** Approval of a Shoreline Substantial Development Permit for replacing two fiberglass outhouses with one concrete, ADA accessible structure, and one ADA parking space.

**Notice of Application Date:** May 22, 2020 **Hearing Examiner Decision Date:** October 6, 2020

**Final Decision Date:** October 20, 2020

By: Jackson Ewing, (360) 786-5481



# Nonresidential Permit # 19116468

Property Tax #: **23506130200**  
 Site Address: **18605 BALD HILL RD SE**  
 City: **Yelm**  
 Subdivision: \_\_\_\_\_ Lot #: \_\_\_\_\_  
 Sub Type: **Commercial Accessory Structure**  
 Work Proposed: **Replacement**  
 Permit Description: **Vault toilet replacement Clear Lake**

Plans Approved By:  
 Issued Date: **05/21/2020**  
 Issued By: **Luka Vitalich**  
 Expire Date: **05/21/2021**

**Applicant:** Stephanie Kuhns/Washington State Department of  
Address: 600 CAPITOL WAY N OLYMPIA WA 98501 Phone:(360) 584-3841

**Owner:** STATE OF WA - GAME DEPT. Phone(360) 790-1679  
**Address:** 600 CAPITOL WAY N C/O REAL ESTATE SVCS

**Registered contractor:** CXT Incorporated Phone: \_\_\_\_\_  
**Address:** 3808 N SULLIVAN BUILDING 7 SPOKANE WA 99216 / CXTin\*\*088DQ

**Point of Contact:** Stephanie Kuhns/Washington State Department of  
Address: 600 CAPITOL WAY N OLYMPIA WA 98501 Phone:(360) 584-3841

## Info

Zoning: RL2/1 - Residential LAMIRD - Two D      Jurisdiction: COUNTY  
Occupancy Classification (Dominant): U      Square Footage Floor 1: 0

## Project Conditions

- An address has been assigned to this property – 18605 Bald Hill Rd SE, Yelm, WA 98597.
- Construction shall occur in substantial compliance with the approved plan set. Alterations to the plan require further review and approval.
- Important animal and plant species, their habitats of primary association, and other important habitats are protected under TCC 24, Critical Areas Ordinance (CAO). This property is mapped with soils that often contain the presence of priority habitat (Prairie). On February 27, 2020, a site visit was attempted by a staff biologist to review the site for prairie conditions. The site was gated and locked. The area of the vault toilet was visible through the gate. Viewing from this area, it appears that much of the proposed work would be over existing gravel. Non-graveled areas consist of mowed weedy lawn which appears to be mowed and maintained year-round, and surrounding landscapes consist of coniferous forest vegetation, with no Oregon white oak trees observed in the area. Based on my observations today these properties appear unlikely to support prairie habitat.
- The vault toilet must be located a minimum of 50 feet from the neighboring single-family well to the west.
- This is a vault toilet replacement to meet current safety standards for Accessibility. Viewing as maintenance and repair per TCC 20.56.070, as replacement in this instance is the appropriate means of repair. The current toilet was constructed in 1980.
- This property is used as a parking space for citizens visiting the boat ramp across the street to the north. It is not approved for a campground; no overnight camping is allowed.
- All fees associated with this project reflect the current fee schedule in effect at the time the charges were assessed. All unpaid fees are subject to change without notice, upon the adoption of a new fee schedule by the Thurston County Board of County Commissioners.

## Final Conditions

- Prior to final approval, the vault toilet record drawing must be submitted and accepted by Environmental Health.
- Prior to Final, a Septic System record drawing must be submitted and accepted by Environmental Health.

# Thurston County CPED - Bldg Dev Center

## Nonresidential Permit # 19116468

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Access Issues: **none**  
Directions: **From Rainier Rd, left onto Binghampton, Left onto Centre St, to Algyer, right onto Vail left onto 153rd, to bald hills rd, site on left.**

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**PROPERTY OWNERS ARE RESPONSIBLE FOR DETERMINING AND MARKING ALL PROPERTY LINE LOCATIONS AND RELATED EASEMENTS.**

\_\_\_\_\_ I certify that I am exempt from the requirements of state contractor's registration under RCW 18.27.090

The information furnished by me is true and correct to the best of my knowledge and all work will conform to applicable Thurston County Code. I grant employees of Thurston County access to the above property and structures for review and inspection. I will call 786-5489 for applicable inspections listed on the reverse side of this form. I will read all comments on the approved plans. I will refer to the checklist for all numbers noted on the approved plans. Failure to note any code requirements is not a waiver of that requirement.

**Owner/Agent/Builder:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Thurston County CPED - Bldg Dev Center

## Nonresidential Permit # 19116468

### REQUIRED INSPECTIONS

Permit # 19116468

Listed below are the required inspections for your project. To schedule, cancel or obtain results for an inspection, call the automated inspection line at (360) 786-5489. Use the corresponding code listed below to the left of the inspection when using the automated inspection line. Inspections requested by 4pm can be scheduled for the following day. Same day inspections will **not** be accepted and particular inspection times are **not** guaranteed. Please make sure you are ready **before** you schedule the inspection.

Code	Inspection Type
------	-----------------

442	SEDIMENTATION AND EROSION CONTROL - To be made after erosion control is installed (silt fence, straw wattle, construction entrance, etc.) and prior to any other earth disturbing activity. THIS INSPECTION IS STILL REQUIRED EVEN IF UTILIZING ONLY NATURAL VEGETATION FOR EROSION CONTROL. If you attempt to schedule and are not allowed, most likely the inspection took place during the initial review and has already been closed.
476	DEV REV FINAL INSPECTION - To be made prior to final building inspection and after drainage system and soil amendments are completed. Please note that this inspection shall be completed within three (3) days of the scheduled inspection date.
160	FINAL - To be made after all finished grading and the building is completed and ready for occupancy. Address must be posted on the structure to be visible from the road, if not then also placed at the road.

**SECTION 02510  
HOT MIX ASPHALT**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

This section consists of hot mix asphalt paving, including preparation, soil residual herbicide, striping, curbing, and related items.

**1.02 RELATED SECTIONS**

Not Used.

**1.03 REFERENCES**

Washington State Department of Transportation – Standard Specifications for Roads, Bridges, and Municipal Construction (M41-10), latest edition.

**1.04 SUBMITTALS**

Prior to commencement of other work in this Section, Contractor shall submit mix design and material certifications stating conformance with the requirements of this Section.

**1.05 SEQUENCING**

Contractor shall notify Owner at least 72 hours prior to work layout. During Owner's inspection of the site, arrangements will be made for the beginning of paving.

**1.06 ESTABLISHMENT OF GRADES AND LAYOUT**

- A. Finished grades shall be as shown on Drawings or as determined by the Owner, slope to drain as shown. Contractor is responsible for all layout subject to Owner's approval.
- B. Maintain all survey benchmarks, monuments, and other reference points. If disturbed or destroyed, replace without cost to the State. Protect existing objects designated to remain.

**1.07 TRAFFIC CONTROL**

The Contractor will be responsible for establishing and maintaining traffic control (flagmen, signs, etc.). Site closures shall be approved 2 weeks in advance by Owner. Include all costs in *Schedule I – Base Bid*.

**PART 2 - PRODUCTS**

**2.01 CRUSHED SURFACING**

CSBC and CSTC shall meet the requirements of *WSDOT 9-03.9(3)*.

**2.02 SOIL RESIDUAL HERBICIDE**

- A. Soil residual herbicide shall be nonselective, wettable, powder herbicide approved for use under pavement by the Washington State Department of Agriculture shall be applied to all areas to be paved. A recommended soil sterilant for treatment of paved areas is a non-organic water-soluble herbicide "Polyborchlorate" by Chemtura, Casoron G-4, or approved equal.
- B. Materials shall be specifically approved by the Owner prior to application.

**2.03 HOT MIX ASPHALT**

Hot mix asphalt aggregate shall meet the requirements of *WSDOT 9-03.8(6) HMA Class 1/2 inch*. Hot mix asphalt binder shall be *PG 64-22* for Western Washington or *PG 64-28* for Eastern Washington.

**2.04 PERFORMANCE GRADED ASPHALT BINDER**

Binder shall meet the specification requirements listed in *WSDOT 9-02.1(4)*.

**2.05 TACK COAT**

A tack coat shall be applied between any existing asphalt pavement and new asphalt pavement. Polymerized Cationic Emulsified Asphalt shall be *CRS-1* and meet the requirements of *WSDOT 9-02.1(6)*.

**2.06 JOINT SEALER**

The joint sealer shall meet the requirements of *WSDOT 9-04.2* for rubberized sealant. A sand-slurry mixture shall be placed on any exposed portion of the joint sealer material.

**2.07 SAMPLING AND TESTING**

Not Used.

**2.08 STRIPING PAINT**

All striping paint shall meet *WSDOT 9-34.2* for solvent based paint, or Owner approved equivalent.

**2.09 CONCRETE CURBING**

- A. Extruded curbing shall meet *WSDOT 8-04.3(1)* and shall be Type 6 as detailed in *WSDOT Standard Plan F-10 42-00*.
- B. Precast reinforced bumper curbing shall be 6 inches high, 10 inches wide, 6 feet in length, and located as shown on the Drawings.

**PART 3 - EXECUTION****3.01 EQUIPMENT**

All equipment, tools, and machines used in performance of the work are subject to approval of the Owner and shall be maintained in satisfactory working condition at all times.

**3.02 PREPARATION OF PAVING SURFACE**

- A. Contractor shall over excavate and remove any subgrade material deemed unsuitable by Owner. Once suitable bearing is reached (as determined by Owner), the Contractor shall proceed in placing additional CSBC and compacting in 6 inch lifts until final subgrade elevation is reached.
- B. Compact surfacing material to at least 95 percent of standard density. Determination of in-place density may be made by the Nuclear Gauge or Washington Densimeter methods as outlined by WSDOT.
- C. Vibratory compactors and/or rollers shall be adequate in design and number to provide required compaction. A mist spray of water shall be applied during compaction effort as needed to replace moisture in crushed rock lost by evaporation. The completed surfacing layer shall be smooth, tight, and uniform and reasonably true to line, grade, and depth as shown on the Drawings.
- D. Any areas that do not have a minimum thickness of 2 inches of compacted CSTC after fine grading and compacting shall be brought up to the required depth with new material as directed by the Owner.

**3.03 SOIL RESIDUE HERBICIDE**

- A. Contractor shall apply one application of an approved soil residual herbicide to all crushed rock areas to receive pavement. Application shall be in accordance with the manufacture's recommendations.
- B. Applications shall comply with *WSDOT 5-04.3(5)D*.

Application of chemical herbicides shall be by an experienced applicator licensed by the Washington State, Department of Agriculture for the class of herbicide used.

**3.04 HOT MIX ASPHALT**

- A. All asphalt concrete shall achieve a uniform compacted thickness. Compact HMA to at least 90 percent of theoretical maximum density. Determination of in-place density may be made by the Nuclear Density Gauge per WSDOT FOP for *AASHTO T355* or by core testing per *WSDOT SOP 734* and FOP for *AASHTO T166*.
- B. Care shall be taken to ensure no bituminous materials enter surface water body during placing. Do not place asphalt when ground temperature is below 45°F or upon a wet surface without Owner's permission. Place in accordance with applicable requirements of *WSDOT 5-04*.

- C. Surface of completed work when tested with a 10 foot straightedge shall contain no irregularities in excess of 1/4 inch. All surface deficiencies shall be corrected to the satisfaction of the Owner. All costs for correcting deficiencies shall be paid by the Contractor.

**3.05 SHOULDER ROCK**

- A. After the asphalt surface has been rolled and compacted, apply CSTC against all exposed asphalt edges to prevent distortion of the pavement edge from the specified line and grade.
- B. Shoulder rock shall be flush with top of pavement for a minimum width of 12 inches unless otherwise shown on the Drawings. Grade and compact materials to 95 percent maximum density.
- C. Provide an even grade at locations with vehicle transition from pavement to gravel. Extend CSTC 10 feet into gravel or as approved by Owner. Grade and compact materials to 95 percent.

**3.06 PAVEMENT MARKING**

- A. Lay out and mark parking area as indicated on the Drawings with 4 inch wide white stripe. Pavement marking shall conform to *WSDOT 8-22*.
- B. Handicapped accessible parking stall symbol shall be painted, white in color, 2 feet tall, of standard design, with blue square background and centered in the bottom of the stall not at curb.
- C. Directional arrows shall be painted and 4 feet long, 18 inches wide at the flare, and placed where shown on the Drawings.
- D. Apply 2 coats of pavement marking conforming to the requirements of *WSDOT 8-22*.

**3.07 CONCRETE CURBING**

- A. Install extruded concrete curbing in the locations shown on the Drawings. Curbing shall be placed so that a uniform cross section and grade are maintained. No surface irregularities shall be permitted. Joints in curb shall be spaced at 10 foot intervals.
- B. Manufactured Wheel Stop: Install precast bumper curbing in locations shown on the Drawings. Bumper curbing shall be pinned at each end of curbing. Recess pins 1 inch below top of curb and then grout anchor pin hole. Anchor pins shall consist of No. 4 rebar driven a minimum of 2 feet into the ground surface.
- C. Any damage incurred to the curbing prior to acceptance by the State shall be removed and replaced at the Contractor's expense.

**3.08 DAMAGE TO EXISTING FACILITIES**

The Contractor shall protect existing facilities from spills or over spray. Any damage to existing facilities caused by the Contractor shall be repaired to the satisfaction of Owner at no additional cost to the State.

**3.09 CLEANUP**

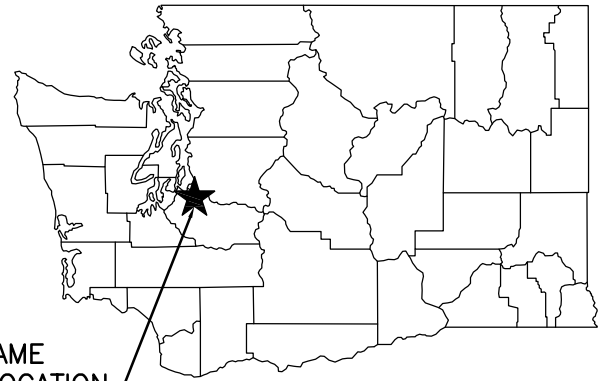
- A. Contractor is responsible for leaving construction area in a clean condition free of construction material and debris. All paving shall be reasonably free of gravel and/or dirt prior to final inspection.
- B. All spilled and sprayed bituminous products on existing facilities shall be removed and the surface cleaned as directed by the Owner.

**3.10 TRAFFIC CONTROL**

When paving roadways or road approaches, the Contractor shall be responsible for establishing and maintaining traffic control (signs, flag person(s), etc.) as required by Owner or local governmental authorities. Include all costs in the Base Bid.

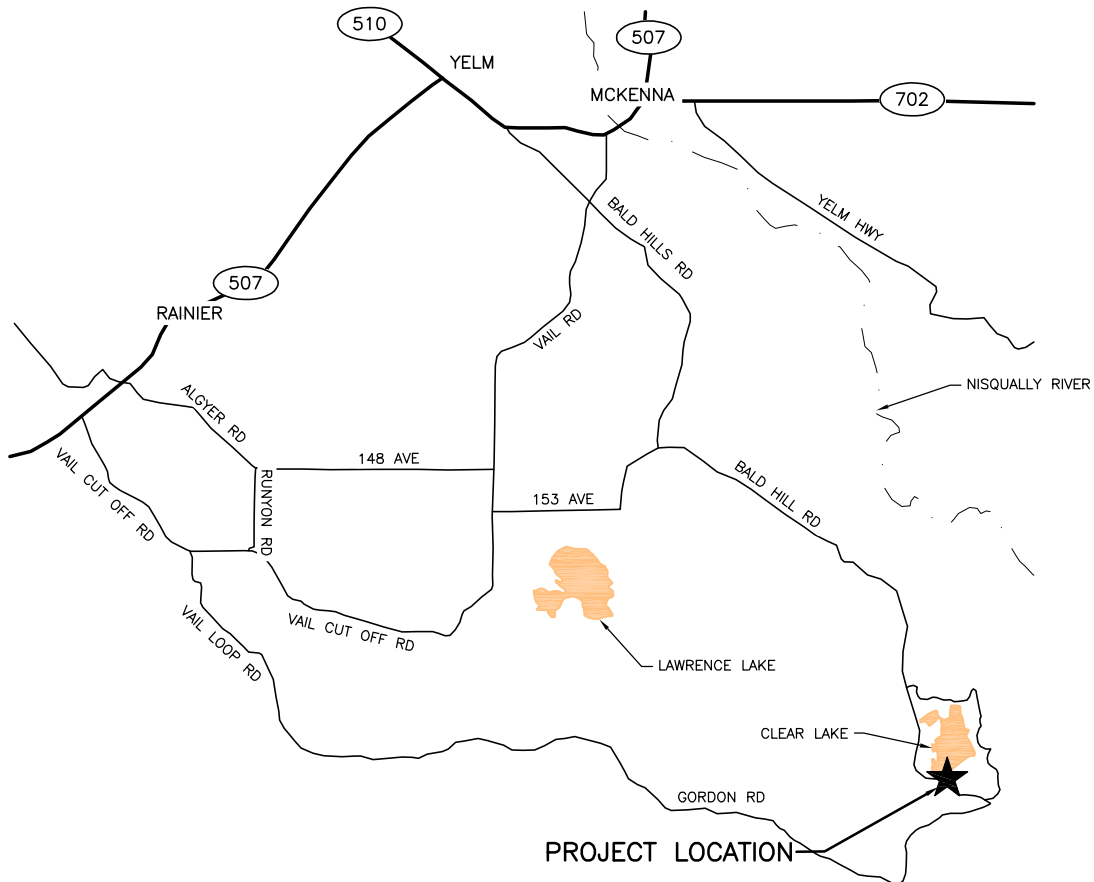
END OF SECTION 02510





FACILITY NAME  
PROJECT LOCATION

STATE MAP  
NOT TO SCALE



VICINITY MAP  
NOT TO SCALE

**DIRECTIONS TO SITE:**

TAKE BALD HILLS RD SE SOUTH OUT OF YELM UNTIL YOU COME TO A FOUR WAY STOP. TURN LEFT ONTO BALD HILL RD SE AND FOLLOW IT SOUTH FOR 11.5 MILES. THE PROJECT SITE WILL BE ON YOUR RIGHT.

**PROPERTY INFORMATION:**

ADDRESS: 18534 BALD HILLS RD  
YELM, WA 98597  
COUNTY: THURSTON COUNTY  
PARCEL #: 23506130200  
TOWNSHIP: 15  
RANGE: 3 E  
SECTION: 6

T 15 N, R 3 E, S 6

**WASHINGTON STATE  
DEPARTMENT OF FISH AND WILDLIFE**

DESIGNED BY B. WEBSTER  
DRAWN BY S. ASHLER  
DATE 06/14/2021  
FILE NAME \_\_\_\_\_

APPROVED BY \_\_\_\_\_

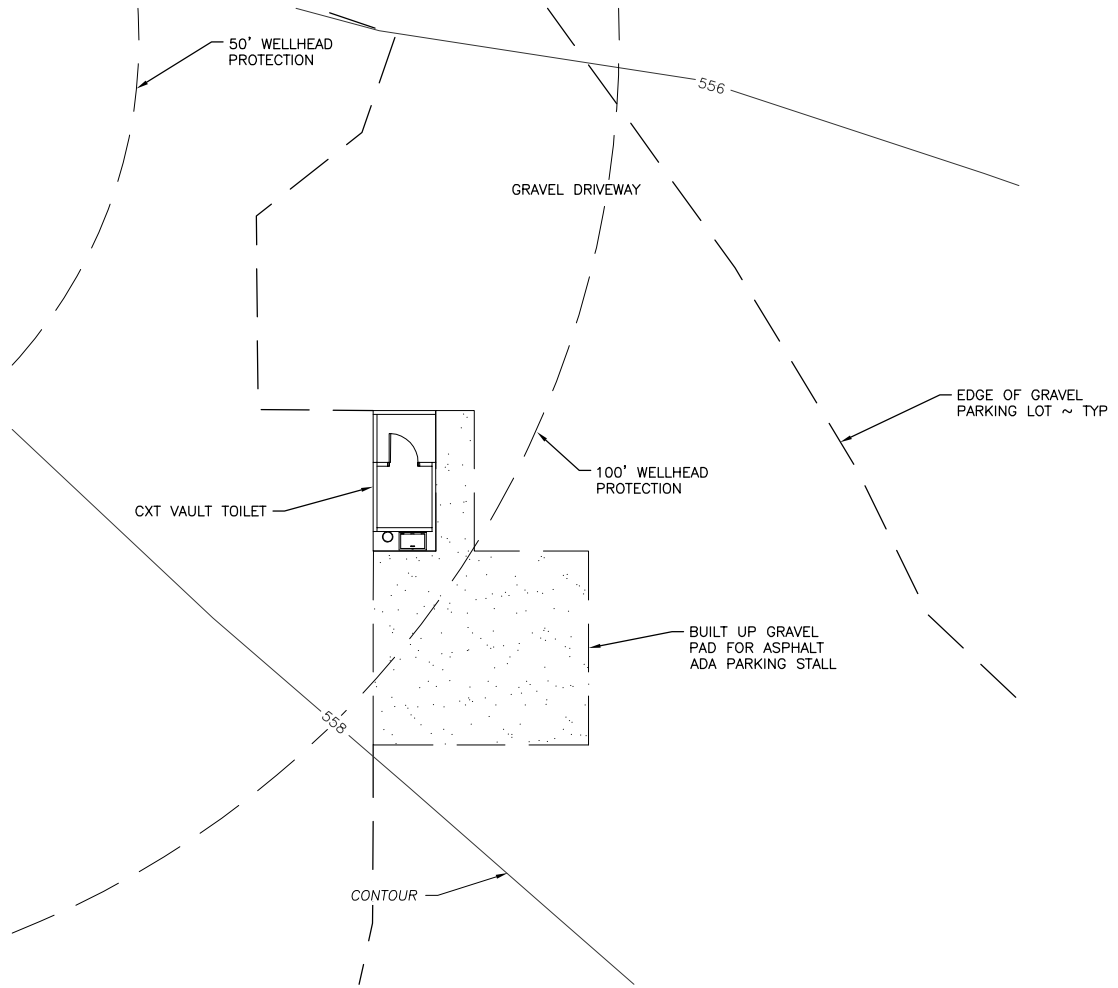
**CLEAR LAKE ACCESS**

**TOILET PLACEMENTS  
VICINITY AND STATE MAPS**

PROJECT NO.  
TN:A550:2019-5

SHEET  
1  
OF  
5

NOTE: ALL PROPERTY LINES, CONTOURS  
AND ELEVATIONS ARE ASSUMED  
TO BE CORRECT BASED OFF  
OF THURSTON COUNTY'S  
GEO DATA MAP.



**EXISTING SITE PLAN**

SCALE: 1" = 20'

T 15 N, R 3 E, S 6

**WASHINGTON STATE  
DEPARTMENT OF FISH AND WILDLIFE**

DESIGNED BY B. WEBSTER  
DRAWN BY S. ASHLER  
DATE 06/14/2021  
FILE NAME \_\_\_\_\_

APPROVED BY \_\_\_\_\_

**CLEAR LAKE ACCESS**

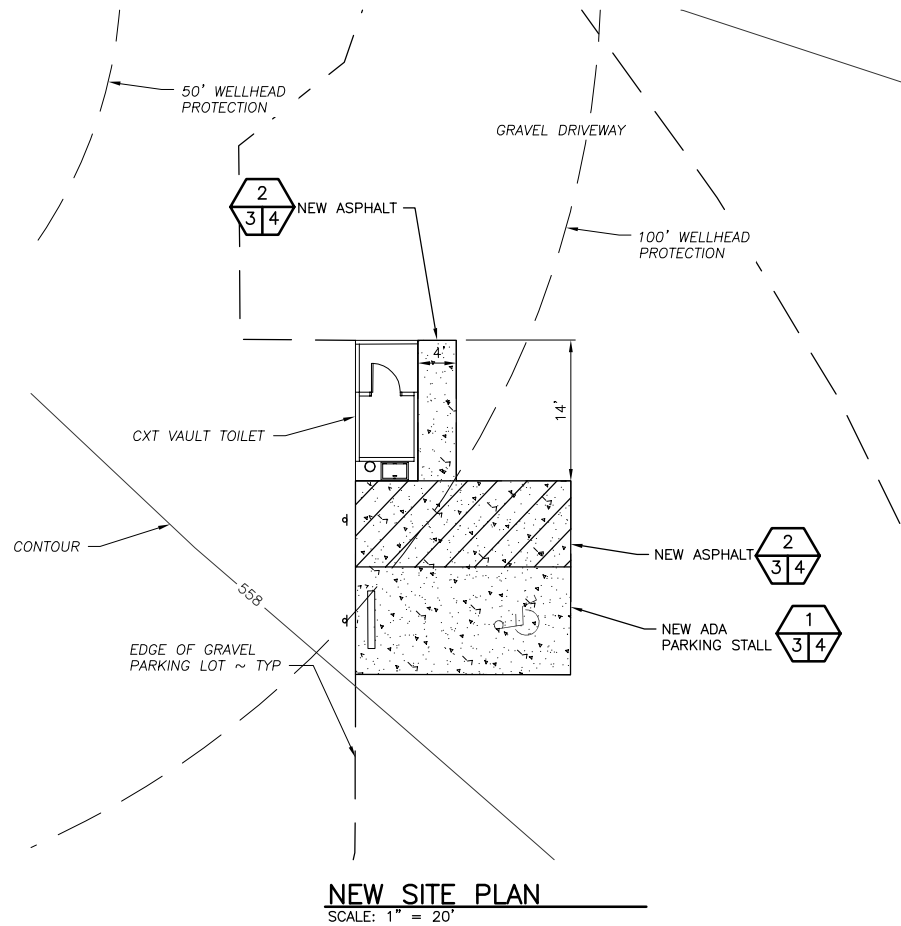
**TOILET PLACEMENTS**  
EXISTING SITE PLAN

PROJECT NO.  
TN:A550:2019-5

SHEET	OF
2	5



NOTE: ALL PROPERTY LINES, CONTOURS  
AND ELEVATIONS ARE ASSUMED  
TO BE CORRECT BASED OFF  
OF THURSTON COUNTY'S  
GEO DATA MAP.



T 15 N, R 3 E, S 6

**WASHINGTON STATE  
DEPARTMENT OF FISH AND WILDLIFE**

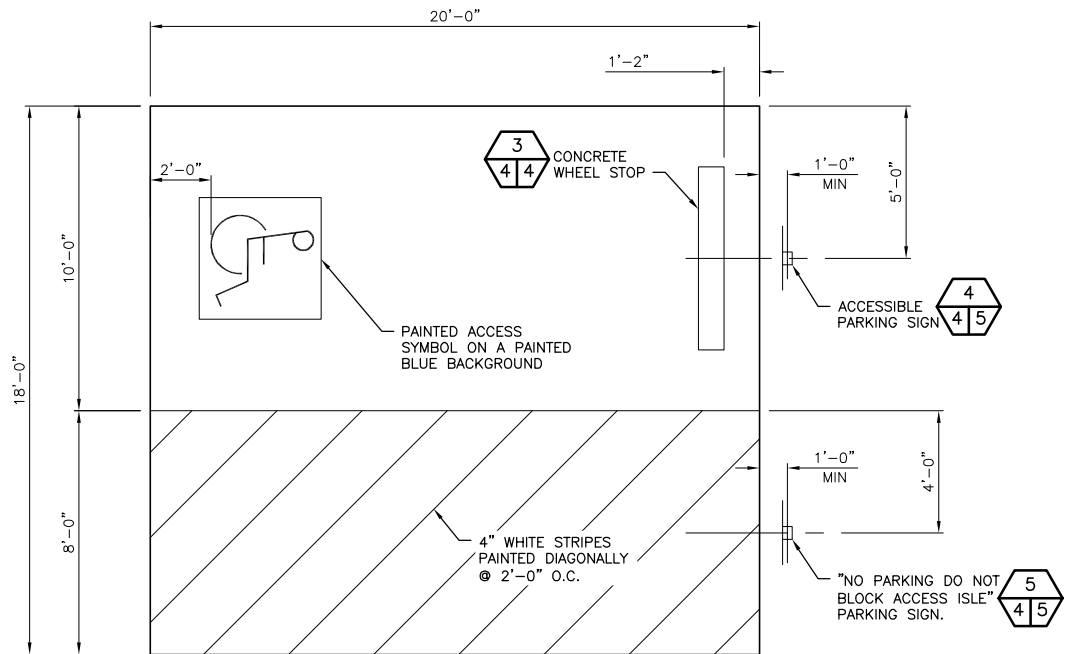
DESIGNED BY B. WEBSTER  
DRAWN BY S. ASHLER  
DATE 06/14/2021  
FILE NAME \_\_\_\_\_

APPROVED BY \_\_\_\_\_

**CLEAR LAKE ACCESS  
TOILET PLACEMENTS  
NEW SITE PLAN**

PROJECT NO.  
TN:A550:2019-5

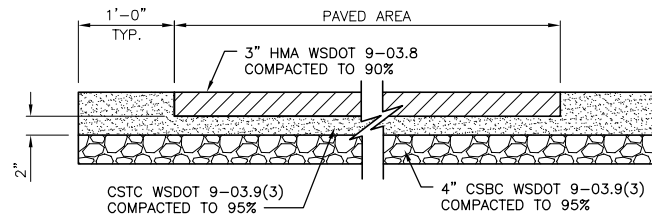
SHEET	OF
3	5



### VAN ACCESSIBLE PARKING AREA

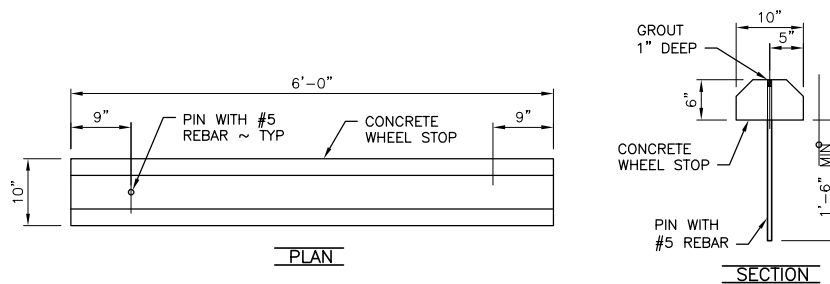
NOT TO SCALE

NOTE: 2% MAXIMUM SLOPE IN ALL DIRECTIONS.



### HMA DETAIL

NOT TO SCALE



### CONCRETE WHEEL STOP

NOT TO SCALE



T 15 N, R 3 E, S 6

## WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE

DESIGNED BY B. WEBSTER  
DRAWN BY S. ASHLER  
DATE 06/14/2021  
FILE NAME \_\_\_\_\_

APPROVED BY \_\_\_\_\_

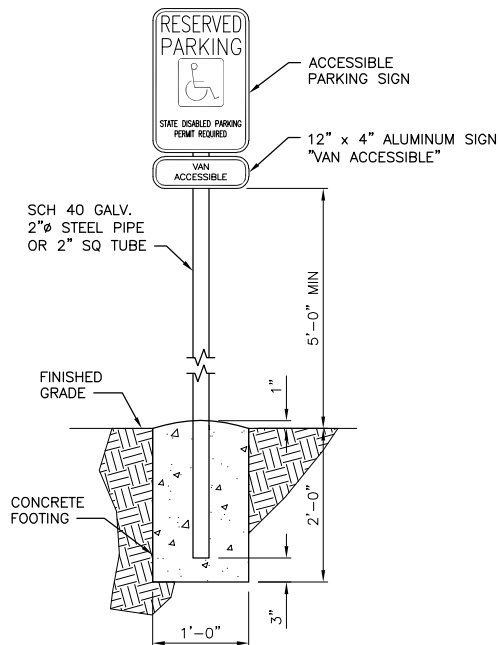
### CLEAR LAKE ACCESS

### TOILET PLACEMENTS DETAILS

PROJECT NO.  
TN:A550:2019-5

SHEET  
4

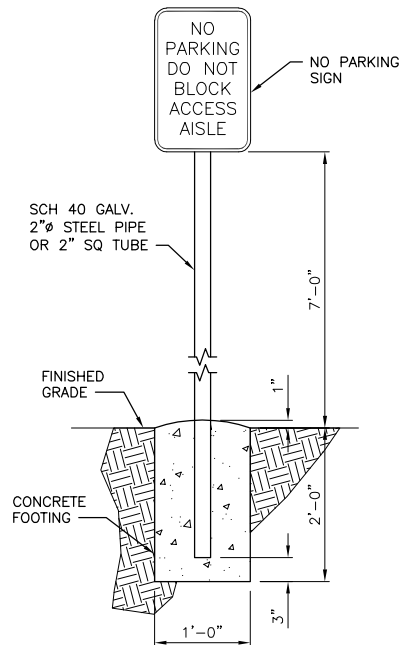
OF  
5



#### ACCESSIBLE PARKING SIGN

NOT TO SCALE

NOTE: USE TAMPER RESISTANT NUTS TO ATTACH SIGNS TO POST.



#### NO PARKING SIGN

NOT TO SCALE

NOTE: USE TAMPER RESISTANT NUTS TO ATTACH SIGNS TO POST.



T 15 N, R 3 E, S 6

## WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE

DESIGNED BY B. WEBSTER  
 DRAWN BY S. ASHLER  
 DATE 06/14/2021  
 FILE NAME \_\_\_\_\_

APPROVED BY \_\_\_\_\_

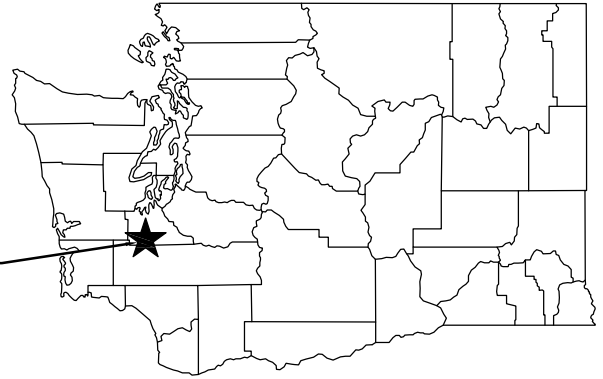
### CLEAR LAKE ACCESS TOILET PLACEMENTS DETAILS

PROJECT NO.  
TN:A550:2019-5

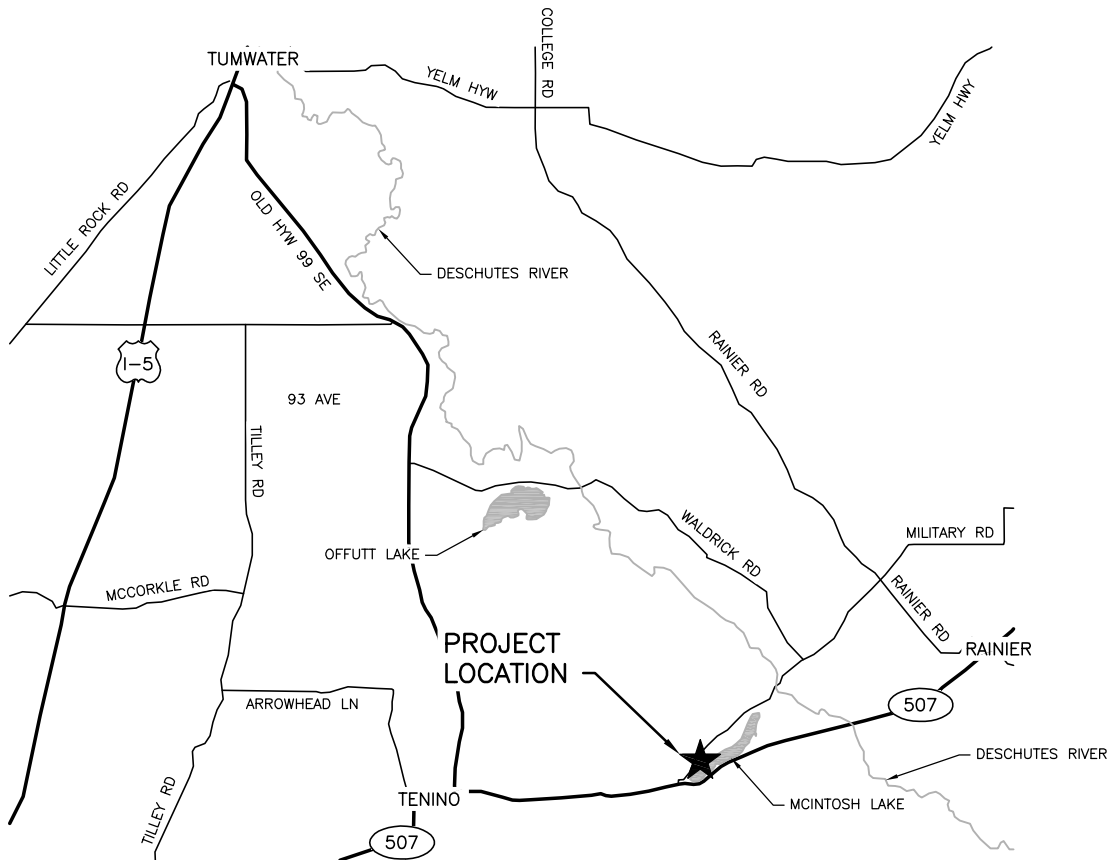
SHEET	OF
5	5



FACILITY NAME  
PROJECT LOCATION



STATE MAP  
NOT TO SCALE



VICINITY MAP  
NOT TO SCALE

DIRECTIONS TO SITE:

FROM I-5, TAKE EXIT 88 ON TO OLD HWY 99 SE. GO EAST ON OLD HWY 99 SE FOR 12 MILES AND THEN TURN LEFT ON TO MILITARY RD SE. AFTER .07 MILES THE PROJECT SITE WILL BE ON YOUR RIGHT.

PROPERTY INFORMATION:

ADDRESS: 15034 MILITARY RD SE  
TENINO, WA 98589

COUNTY: THURSTON  
PARCEL #: 11614341500

TOWNSHIP: 16  
RANGE: 1W  
SECTION: 14

T 16 N, R 1 W, S 14

**WASHINGTON STATE  
DEPARTMENT OF FISH AND WILDLIFE**

DESIGNED BY B. WEBSTER  
DRAWN BY S. ASHLER  
DATE 06/14/2021  
FILE NAME \_\_\_\_\_

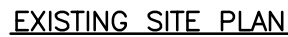
APPROVED BY \_\_\_\_\_

**LAKE MCINTOSH ACCESS**

**TOILET PLACEMENTS  
VICINITY AND STATE MAPS**

PROJECT NO.  
TN:A554:2019-2

SHEET OF  
**1 5**

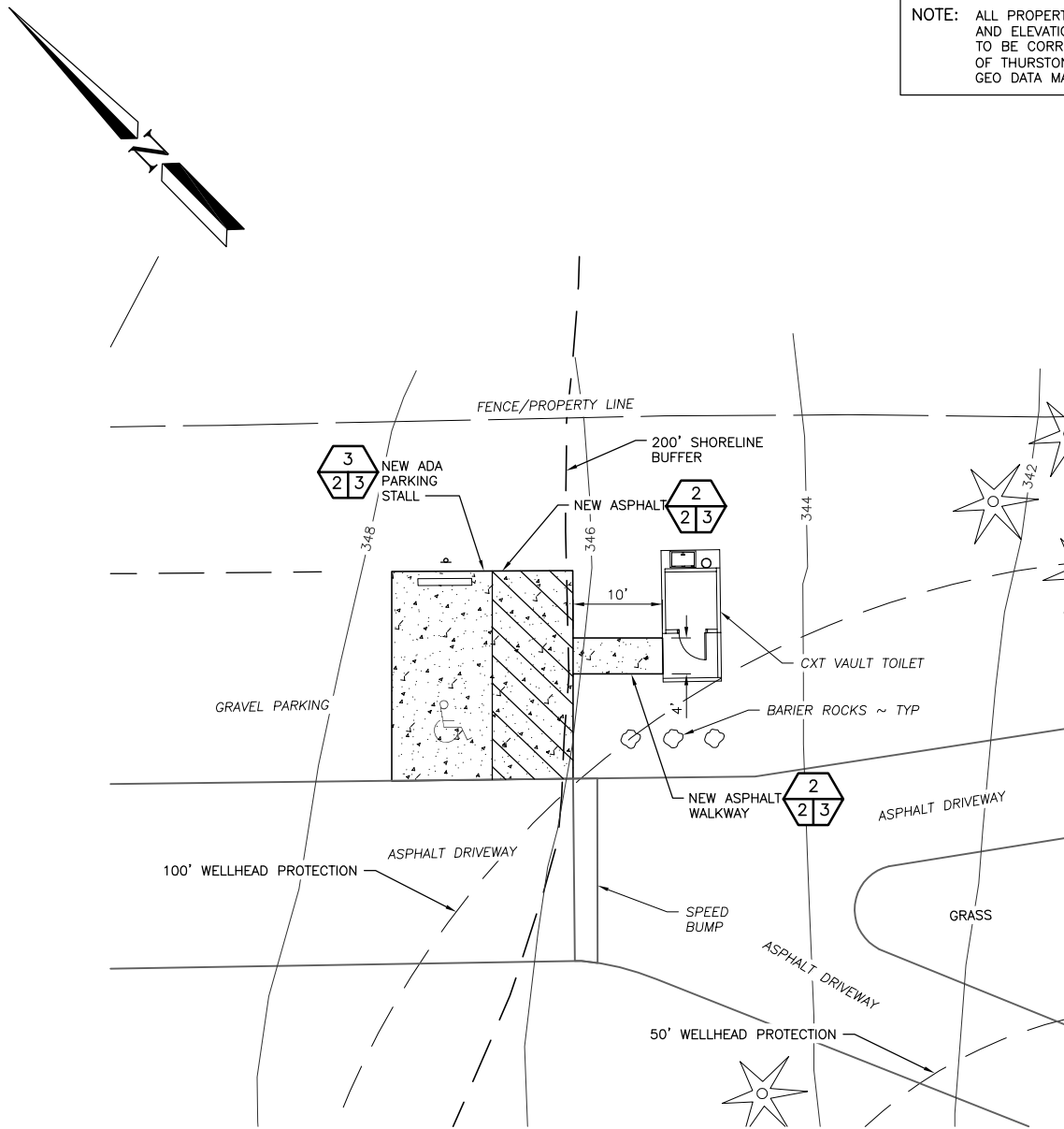


T 16 N, R 1 W, S 14

SHEET	OF
2	5

APPROVED BY \_\_\_\_\_

NOTE: ALL PROPERTY LINES, CONTOURS  
AND ELEVATIONS ARE ASSUMED  
TO BE CORRECT BASED OFF  
OF THURSTON COUNTY'S  
GEO DATA MAP.



**NEW SITE PLAN**  
SCALE: 1" = 20'

T 16 N, R 1 W, S 14

**WASHINGTON STATE  
DEPARTMENT OF FISH AND WILDLIFE**

DESIGNED BY B. WEBSTER  
DRAWN BY S. ASHLER  
DATE 06/14/2021  
FILE NAME \_\_\_\_\_

APPROVED BY \_\_\_\_\_

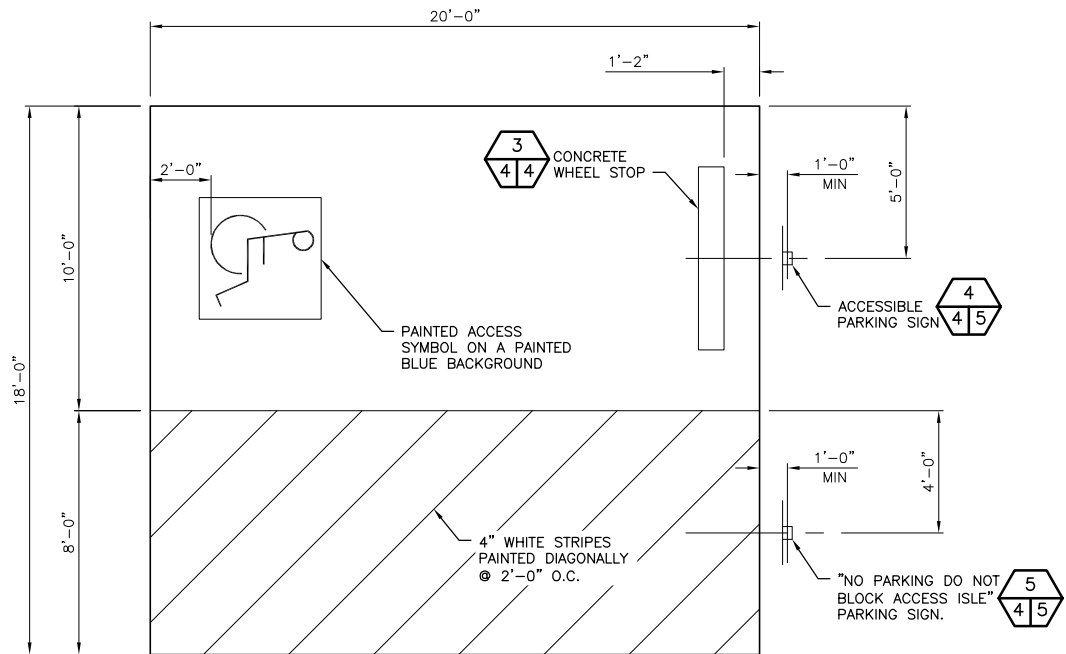
**LAKE MCINTOSH ACCESS**

**TOILET PLACEMENTS  
VICINITY AND STATE MAPS**

PROJECT NO.  
TN:A554:2019-2

SHEET	OF
3	5

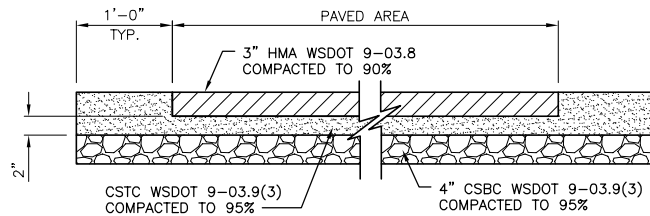




### VAN ACCESSIBLE PARKING AREA

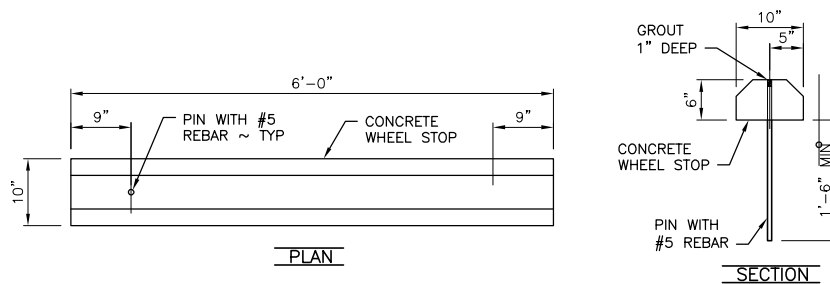
NOT TO SCALE

NOTE: 2% MAXIMUM SLOPE IN ALL DIRECTIONS.



### HMA DETAIL

NOT TO SCALE



PLAN

SECTION

### CONCRETE WHEEL STOP

NOT TO SCALE



T 16 N, R 1 W, S 14

## WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE

DESIGNED BY B. WEBSTER  
DRAWN BY S. ASHLER  
DATE 06/14/2021  
FILE NAME \_\_\_\_\_

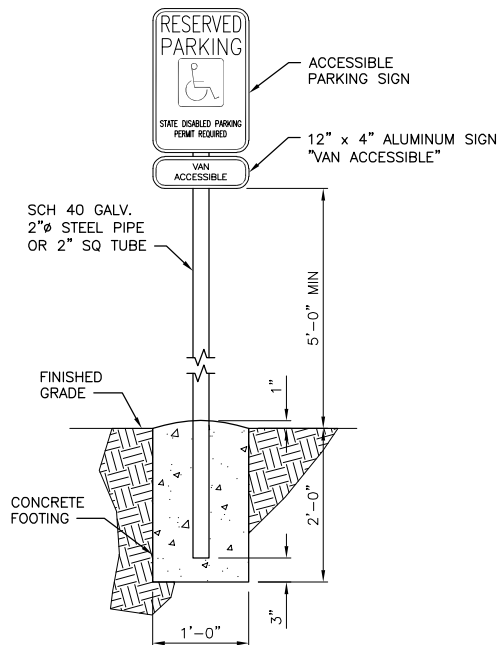
APPROVED BY \_\_\_\_\_

LAKE MCINTOSH ACCESS

TOILET PLACEMENTS  
VICINITY AND STATE MAPS

PROJECT NO.  
TN:A554:2019-2

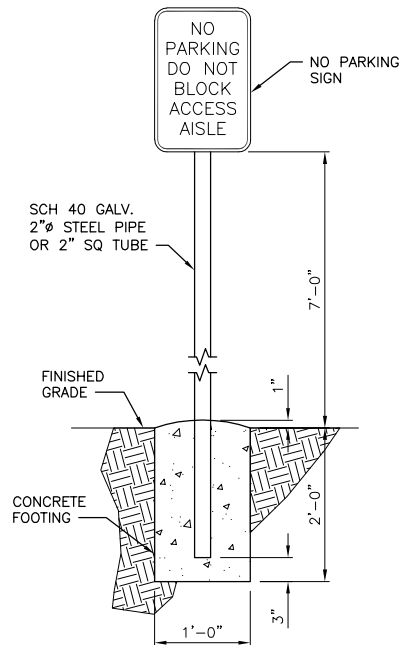
SHEET **4** OF **5**



#### ACCESSIBLE PARKING SIGN

NOT TO SCALE

NOTE: USE TAMPER RESISTANT NUTS TO ATTACH SIGNS TO POST.



#### NO PARKING SIGN

NOT TO SCALE

NOTE: USE TAMPER RESISTANT NUTS TO ATTACH SIGNS TO POST.



T 16 N, R 1 W, S 14

## WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE

DESIGNED BY B. WEBSTER  
 DRAWN BY S. ASHLER  
 DATE 06/14/2021  
 FILE NAME \_\_\_\_\_

APPROVED BY \_\_\_\_\_

LAKE MCINTOSH ACCESS

TOILET PLACEMENTS  
 VICINITY AND STATE MAPS

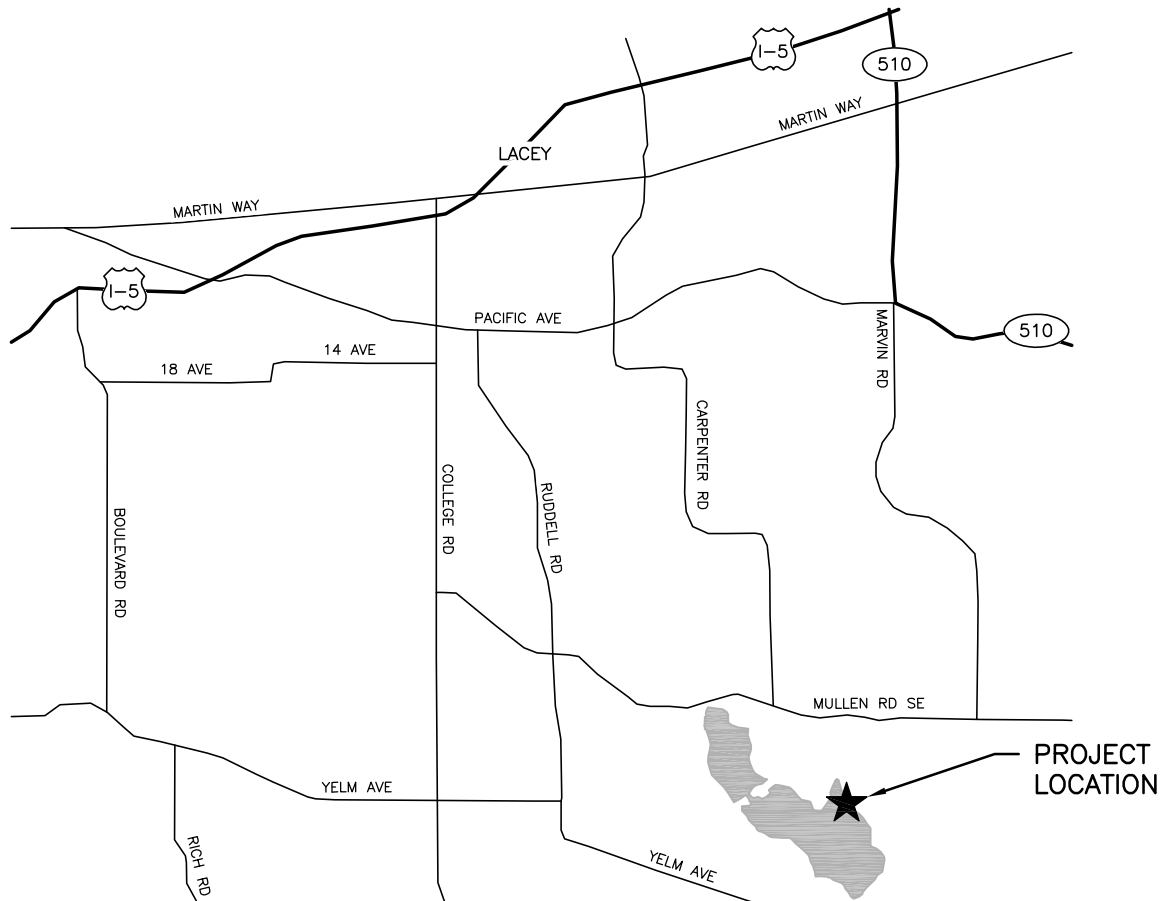
PROJECT NO.  
 TN:A554:2019-2

SHEET	OF
5	5



FACILITY NAME  
PROJECT LOCATION

STATE MAP  
NOT TO SCALE



VICINITY MAP  
NOT TO SCALE

**DIRECTIONS TO SITE:**

HEAD SOUTH EAST ON PACIFIC AVE SE, AT TRAFFIC CIRCLE TAKE THE FIRST EXIT ONTO MARVIN RD SE AT THE NEXT TRAFFIC CIRCLE TAKE THE 2ND EXIT AND STAY ON MARVIN RD SE UNTIL YOU COME TO A T INTERSECTION. TURN RIGHT ONTO MULLEN RD SE. THEN YOU TURN LEFT ONTO KAGY ST SE THEN TURN RIGHT ONTO 58TH AVE SE. GO 0.5 MILES AND THE SITE IS ON THE RIGHT.

**PROPERTY INFORMATION:**

ADDRESS: 5701-5721 HENSLIN DR SE  
OLYMPIA, WA 98513  
COUNTY: THURSTON  
PARCEL #: 11835430400  
TOWNSHIP: 18  
RANGE: 1 W  
SECTION: 35

T 18 N, R 1 W, S 35

**WASHINGTON STATE  
DEPARTMENT OF FISH AND WILDLIFE**

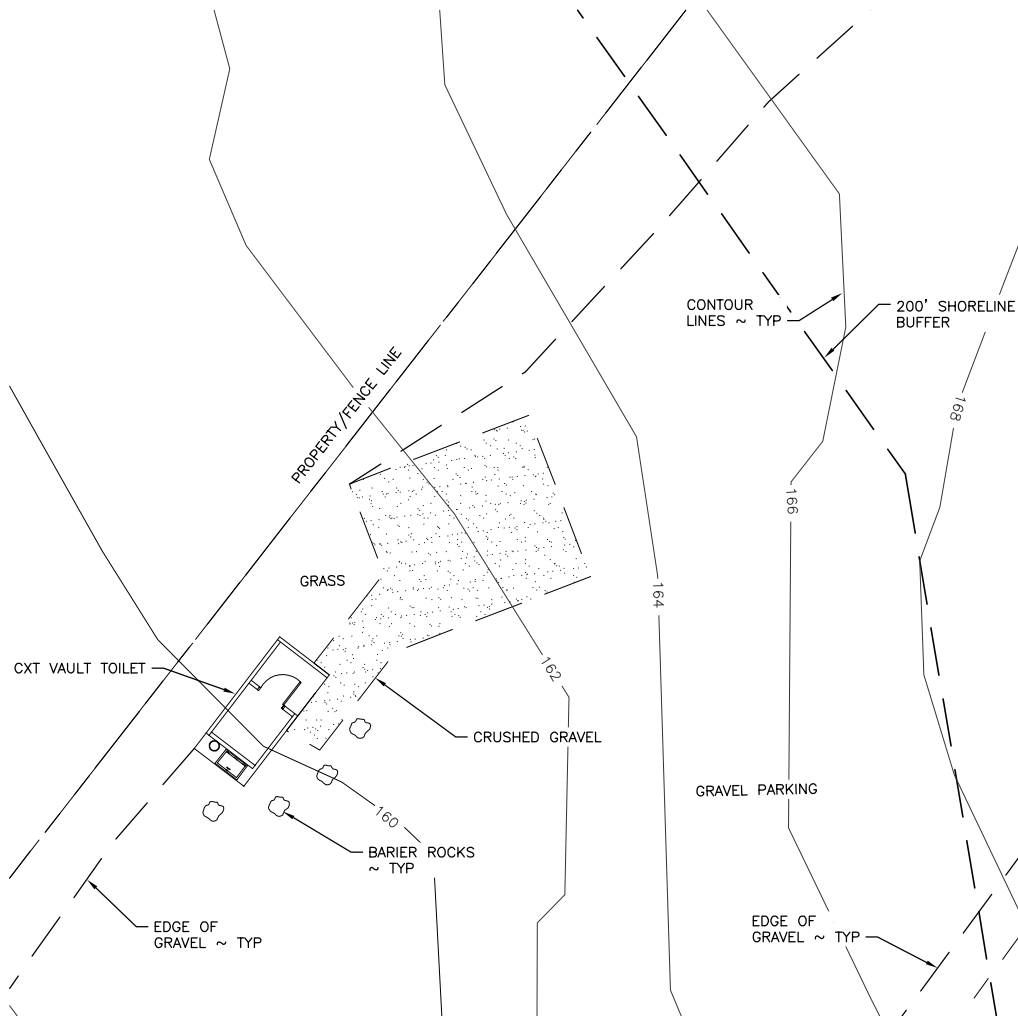
DESIGNED BY B. WEBSTER  
DRAWN BY S. ASHLER  
DATE 06/14/2021  
FILE NAME \_\_\_\_\_

APPROVED BY \_\_\_\_\_

LAKE PATTISON ACCESS  
TOILET PLACEMENTS  
VICINITY AND STATE MAPS

PROJECT NO.  
TN:A558:2019-4  
SHEET 1 OF 5

NOTE: ALL PROPERTY LINES, CONTOURS  
AND ELEVATIONS ARE ASSUMED  
TO BE CORRECT BASED OFF  
OF THURSTON COUNTY'S  
GEO DATA MAP.



**EXISTING SITE PLAN**

SCALE: 1" = 20'

T 18 N, R 1 W, S 35

**WASHINGTON STATE  
DEPARTMENT OF FISH AND WILDLIFE**

DESIGNED BY B. WEBSTER  
DRAWN BY S. ASHLER  
DATE 06/14/2021  
FILE NAME \_\_\_\_\_

APPROVED BY \_\_\_\_\_

**LAKE PATTISON ACCESS**

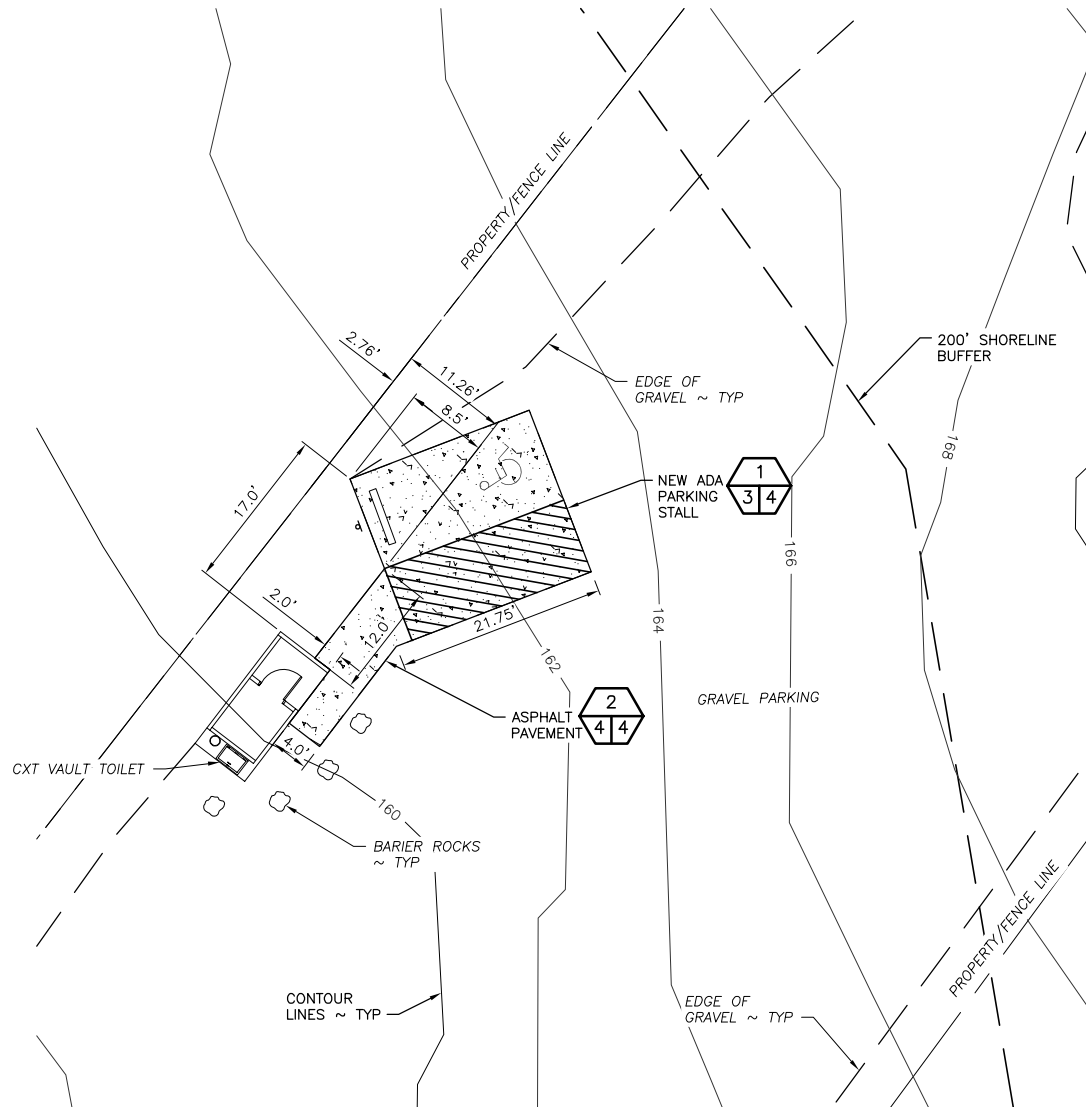
**TOILET PLACEMENTS**  
**EXISTING SITE PLAN**

PROJECT NO.  
TN:A558:2019-4

SHEET	OF
2	5



NOTE: ALL PROPERTY LINES, CONTOURS  
AND ELEVATIONS ARE ASSUMED  
TO BE CORRECT BASED OFF  
OF THURSTON COUNTY'S  
GEO DATA MAP.



**NEW SITE PLAN**  
SCALE: 1" = 20'

T 18 N, R 1 W, S 35

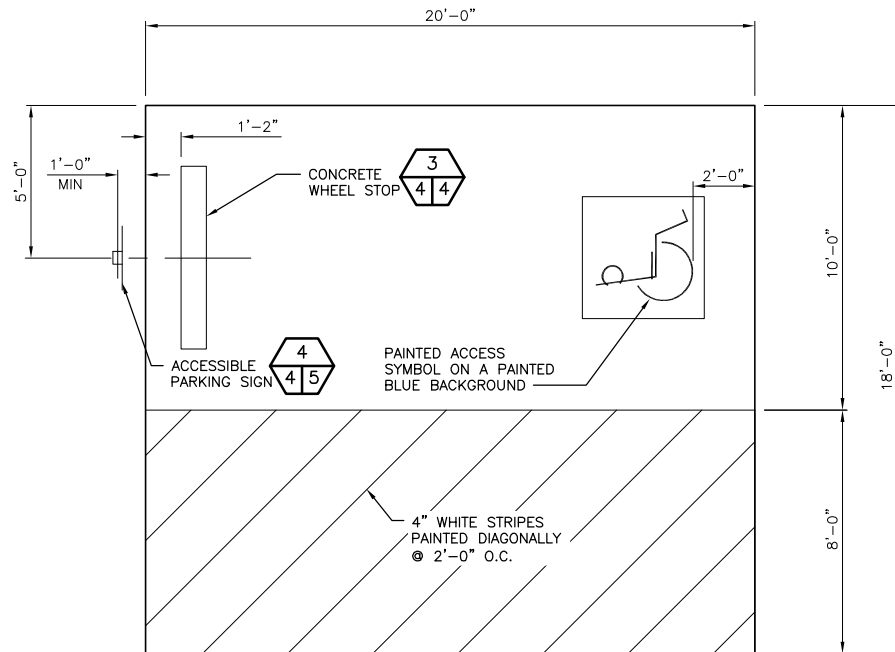
**WASHINGTON STATE  
DEPARTMENT OF FISH AND WILDLIFE**

DESIGNED BY B. WEBSTER  
DRAWN BY S. ASHLER  
DATE 06/14/2021  
FILE NAME \_\_\_\_\_

APPROVED BY \_\_\_\_\_

**LAKE PATTISON ACCESS  
TOILET PLACEMENTS  
NEW SITE PLAN**

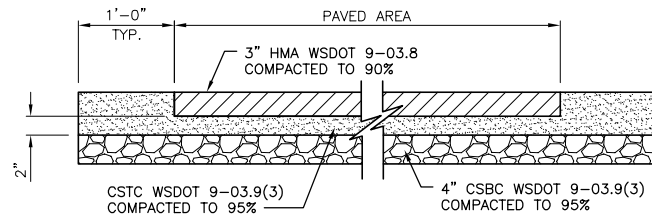
PROJECT NO.  
TN:A558:2019-4  
SHEET **3** OF **5**



### VAN ACCESSIBLE PARKING AREA

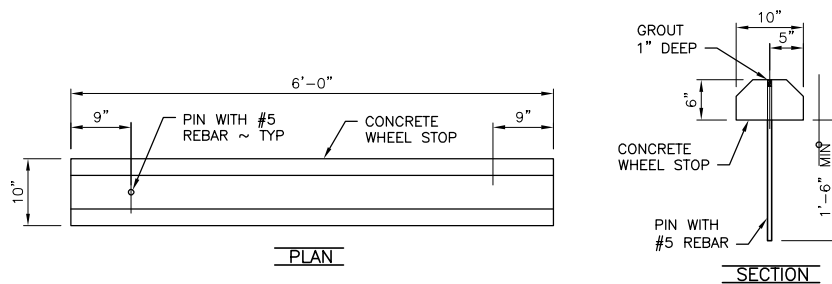
NOT TO SCALE

NOTE: 2% MAXIMUM SLOPE IN ALL DIRECTIONS.



### HMA DETAIL

NOT TO SCALE



PLAN

SECTION

### CONCRETE WHEEL STOP

NOT TO SCALE



T 18 N, R 1 W, S 35

## WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE

DESIGNED BY B. WEBSTER  
DRAWN BY S. ASHLER  
DATE 06/14/2021  
FILE NAME \_\_\_\_\_

APPROVED BY \_\_\_\_\_

LAKE PATTISON ACCESS

TOILET PLACEMENTS  
DETAILS

PROJECT NO.  
TN:A558:2019-4

SHEET  
4

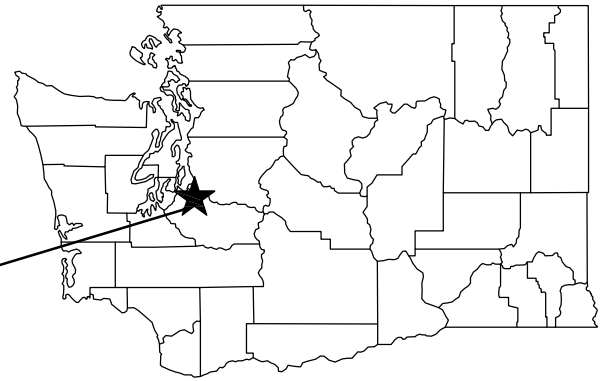
OF  
5



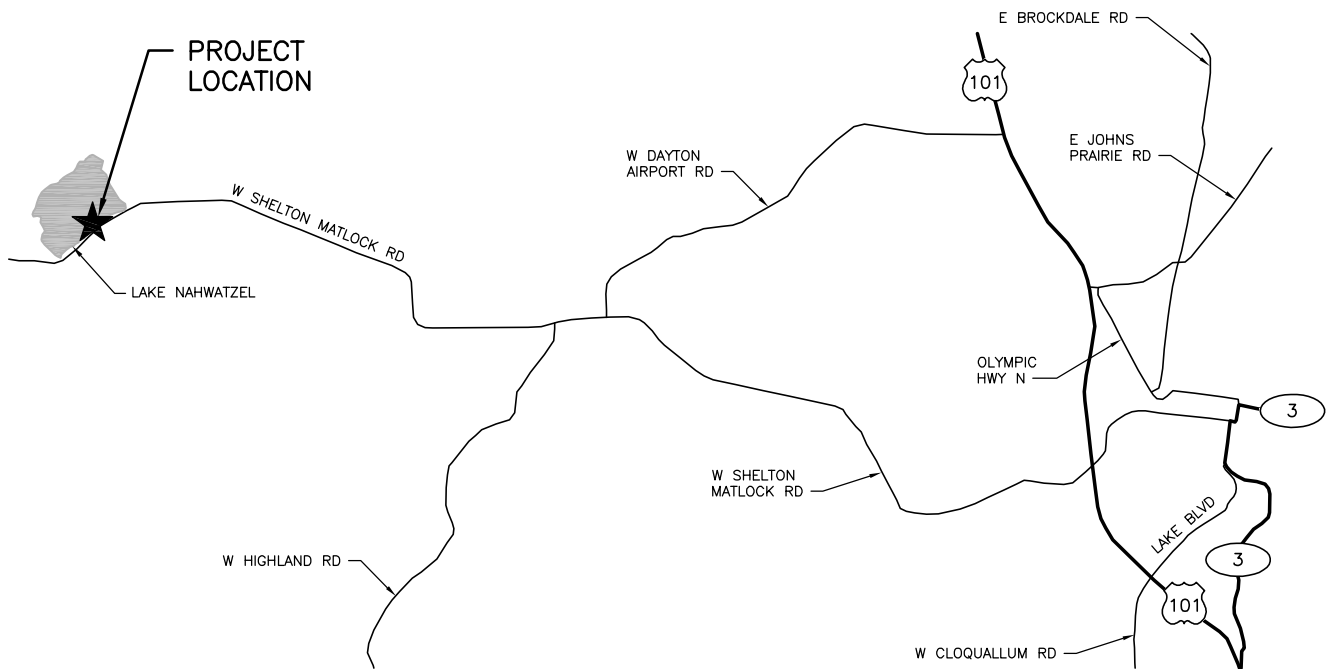
SHEET	OF
5	5



FACILITY NAME  
PROJECT LOCATION



STATE MAP  
NOT TO SCALE



VICINITY MAP  
NOT TO SCALE

DIRECTIONS TO SITE:

FROM 101, TAKE EXIT FOR W SHELTON MATLOCK RD  
AND TURN LEFT. FOLLOW W SHELTON MATLOCK RD FOR  
10.8 MILES AND THE PROJECT SITE IS ON THE RIGHT.

PROPERTY INFORMATION:

ADDRESS: 12830 W SHELTON MATLOCK RD  
SHELTON, WA 98584

COUNTY: MASON COUNTY  
PARCEL #: 520092260020

TOWNSHIP: 20N  
RANGE: 5W  
SECTION: 9

T 20 N, R 5 W, S 9

**WASHINGTON STATE  
DEPARTMENT OF FISH AND WILDLIFE**

DESIGNED BY B. WEBSTER  
DRAWN BY S. ASHLER  
DATE 06/010/2021  
FILE NAME \_\_\_\_\_

APPROVED BY \_\_\_\_\_

**LAKE NAHWATZEL ACCESS**

**TOILET PLACEMENTS**  
VICINITY AND STATE MAPS

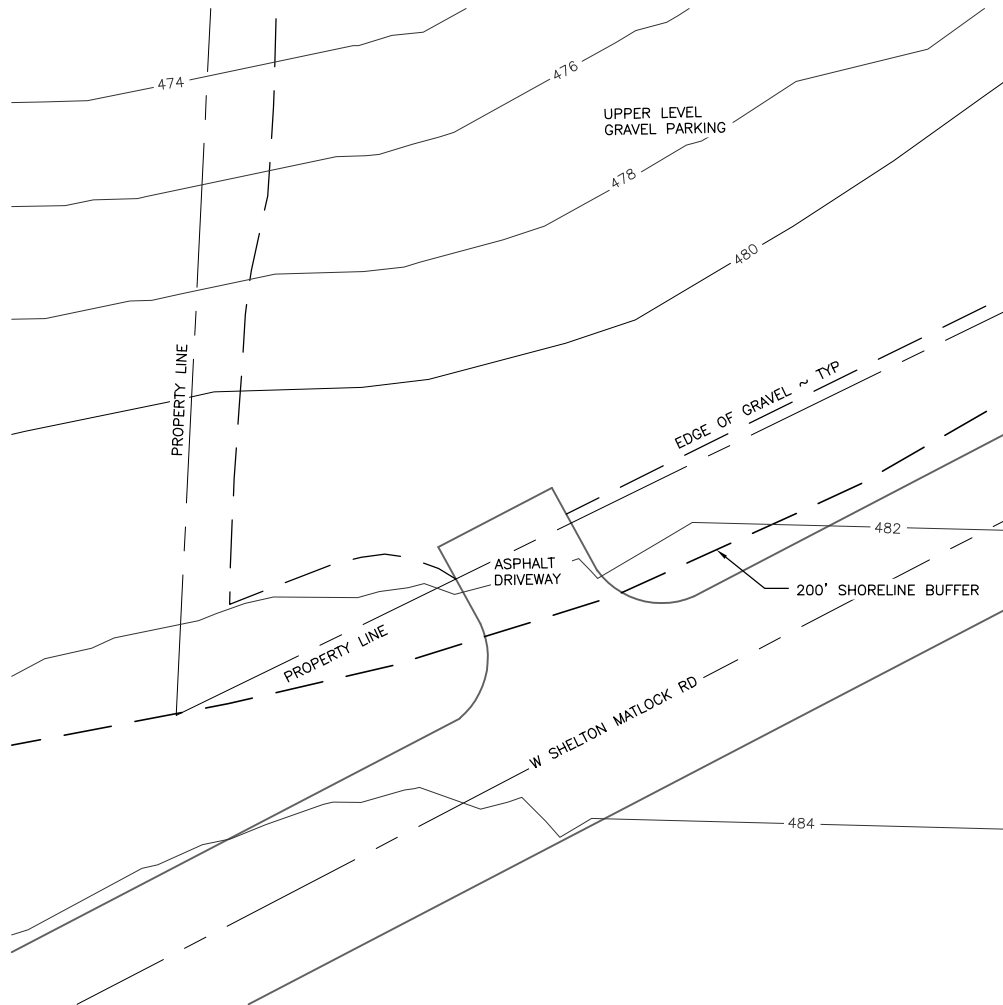
PROJECT NO.  
TN:A307:2019-1

SHEET	OF
1	3





NOTE: ALL PROPERTY LINES, CONTOURS  
AND ELEVATIONS ARE ASSUMED  
TO BE CORRECT BASED OFF  
OF THURSTON COUNTY'S  
GEO DATA MAP.



**EXISTING SITE PLAN**  
SCALE: 1" = 30'

T 20 N, R 5 W, S 9

**WASHINGTON STATE  
DEPARTMENT OF FISH AND WILDLIFE**

DESIGNED BY B. WEBSTER  
DRAWN BY S. ASHLER  
DATE 06/010/2021  
FILE NAME \_\_\_\_\_

APPROVED BY \_\_\_\_\_

**LAKE NAHWATZEL ACCESS**

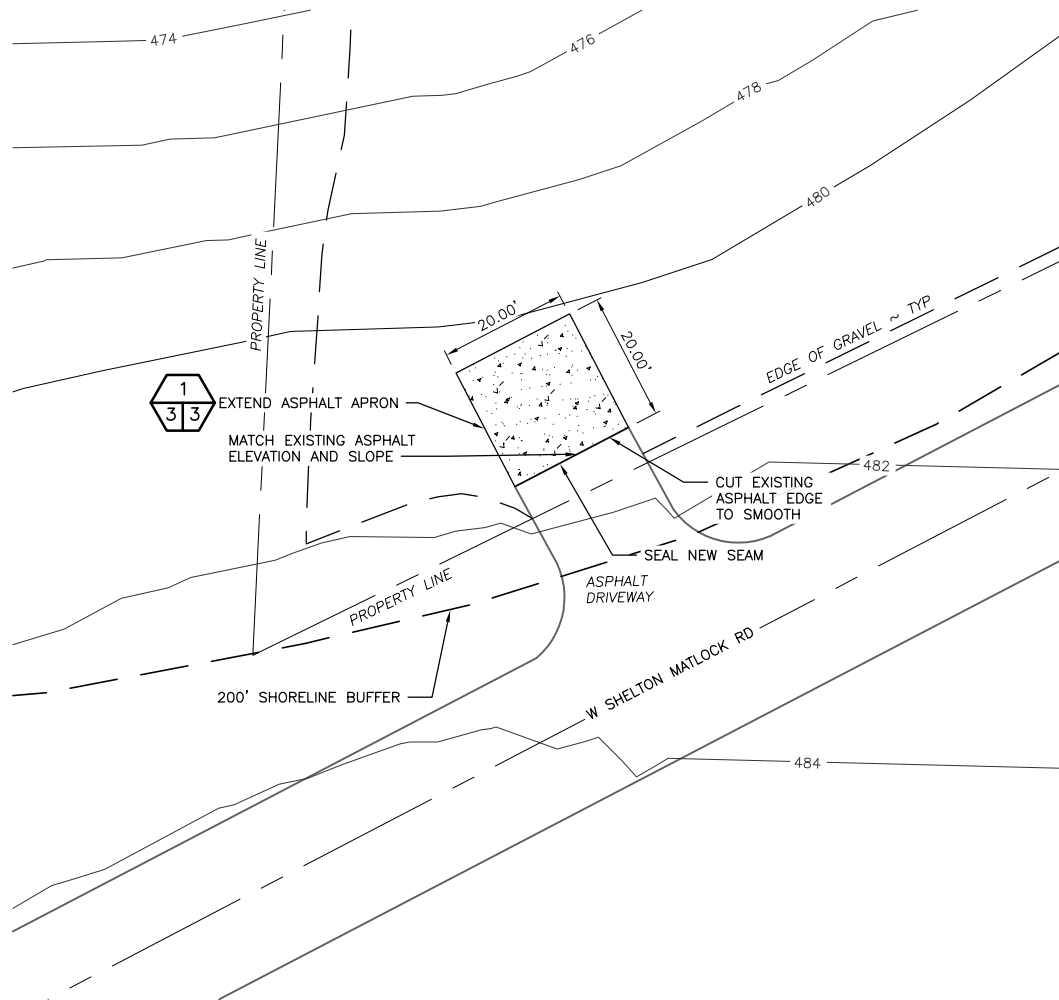
**TOILET PLACEMENTS**  
**EXISTING SITE PLAN**

PROJECT NO.  
TN:A307:2019-1

SHEET	OF
2	3

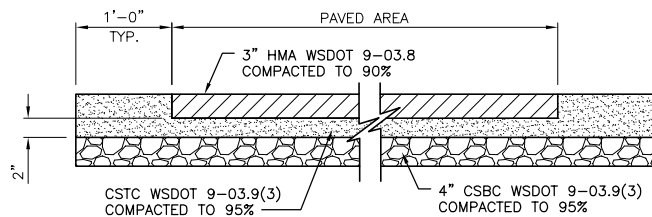


NOTE: ALL PROPERTY LINES, CONTOURS  
AND ELEVATIONS ARE ASSUMED  
TO BE CORRECT BASED OFF  
OF THURSTON COUNTY'S  
GEO DATA MAP.



### NEW SITE PLAN

SCALE: 1" = 30'



### HMA DETAIL

NOT TO SCALE



T 20 N, R 5 W, S 9

## WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE

DESIGNED BY B. WEBSTER  
DRAWN BY S. ASHLER  
DATE 06/010/2021  
FILE NAME \_\_\_\_\_

APPROVED BY \_\_\_\_\_

LAKE NAHWATZEL ACCESS

TOILET PLACEMENTS

NEW SITE PLAN  
AND DETAIL

PROJECT NO.  
TN:A307:2019-1

SHEET OF  
3 3