



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

BLUE LAKE ACCESS REDEVELOPMENT

DIRECTOR:
KELLY SUSEWIND

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

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



DATE:
AUGUST 2020

PROJECT NO.
GT:A127:2020-1

PROJECT MANAGER:
LANE SATER

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

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).

BLUE LAKE ACCESS REDEVELOPMENT TABLE OF CONTENTS

DIVISION 0 - BID DOCUMENTS, INFORMATION & AND GENERAL CONDITIONS

00030	Notice to Contractors
	Vicinity Map to Bid Opening Site
	Vicinity Map to Project Location
00100	Instructions to Bidders
00110	Prebid Requirements
00120	Required Bid Documents
00130	Bid Format
00135	Bid Opening
00140	Bid Submittal Deadline
00145	Reasonable Accommodations
00150	Mandatory Responsibility Criteria
00155	Basis of Award
00160	Period of Acceptance
00170	Payment and Performance Bond
00175	Builders Risk Insurance
00180	Interpretations
00190	Minority and Women's Business Enterprise (MWBE) Participation
00195	Contract Responsiveness
00200	Contractor Checklist
00230	Prior to Contract Execution
00235	Prior to Notice to Proceed
00240	Prior to Submitting Pay Request
00250	During Progress of Contract
00260	For Substantial Completion
00270	Final Completion
00280	For Retainage to be Released
00300	Bid Form
00400	Supplements to Bid Form
00420	Qualification Questionnaire
00440	Supplemental Bidder Responsibility Criteria
00500	Agreement Form
00600	Bond and Certificates
00620	Retainage in Lieu of Performance Bond Option on Contracts of \$150,000 or Less
00630	Retainage Options
00640	Certificate of Liability Insurance
00650	Schedule of Values
00660	Verification of Monthly Payments to MWBEs Form
00670	Statement of Apprentice Journeyman Participation Form

00700	General Conditions
00701	Definitions
00702	Insurance and Bonds
00703	Time and Schedule
00704	Specifications, Drawings, and Other Documents
00705	Performance
00706	Payments and Completion
00707	Changes
00708	Claims and Dispute Resolution
00709	Termination of the Work
00710	Miscellaneous Provisions

00800	Supplemental Conditions
00802	Builders Risk Insurance
00810	Abbreviations of Administrative Organizations

DIVISION 1 – GENERAL REQUIREMENTS

01010	Summary of Work
01011	Owner Furnished Items
01012	Contract Time
01025	Unit Price Measurement & Payment
01030	Schedule of Values
01040	Coordination
01060	Regulatory Requirements
01100	Special Project Procedures
01200	Project Meetings
01300	Contractor Submittals
01510	Temporary Utilities
01730	Operation and Maintenance Manuals

ATTACHMENT 1: Permits

DIVISION 2 – SITE WORK

02000	General Site Work Provisions
02050	Demolition
02100	Site Preparation
02140	Dewatering
02200	Earthwork
02220	Excavation, Backfill, and Compaction
02240	Construction Geotextile
02270	Slope Protection and Erosion Control
02510	Hot Mix Asphalt
02575	Pavement Repair
02930	Lawns and Grasses

DIVISION 3 – NOT USED

DIVISION 4 – NOT USED

DIVISION 5 – NOT USED

DIVISION 6 – WOOD AND PLASTIC

06000 General Wood & Plastics Provisions

06100 Rough Carpentry

DIVISION 7 – NOT USED**DIVISION 8 – NOT USED****DIVISION 9 – FINISHES**

09000 General Finishes Provisions

09900 Painting

DIVISION 10 – SPECIALTIES

10426 Signs

DIVISION 11 – NOT USED**DIVISION 12 – NOT USED****DIVISION 13 – NOT USED****DIVISION 14 – NOT USED****DIVISION 15 – NOT USED****DIVISION 16 – NOT USED****SCHEDULE OF DRAWINGS**

1. Cover Sheet
2. Existing Site Plan, State & Vicinity Map
3. Demolition & Erosion Control Plan & Details
4. Proposed Site Plan & Quantities Table
5. Parking Section & Details
6. Boat Ramp, Lower Parking Area & Point Table
7. Upper Parking Site Section, Details & Point Table
8. Planting schedule, Planting Detail & Point Table

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 August 4, 2020, 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:

Blue Lake Access Redevelopment

NUMBER:

GT:A127:2020-1

Provide all labor, material, equipment, and permits to construct the following: Site grading, signing, striping, barrier rock, planting, gravel path and asphalt pavement at the Department's Blue Lake Access, located at Moore Road NE, Coulee City, Washington, in Grant County.

Engineer's Estimate: \$210,000

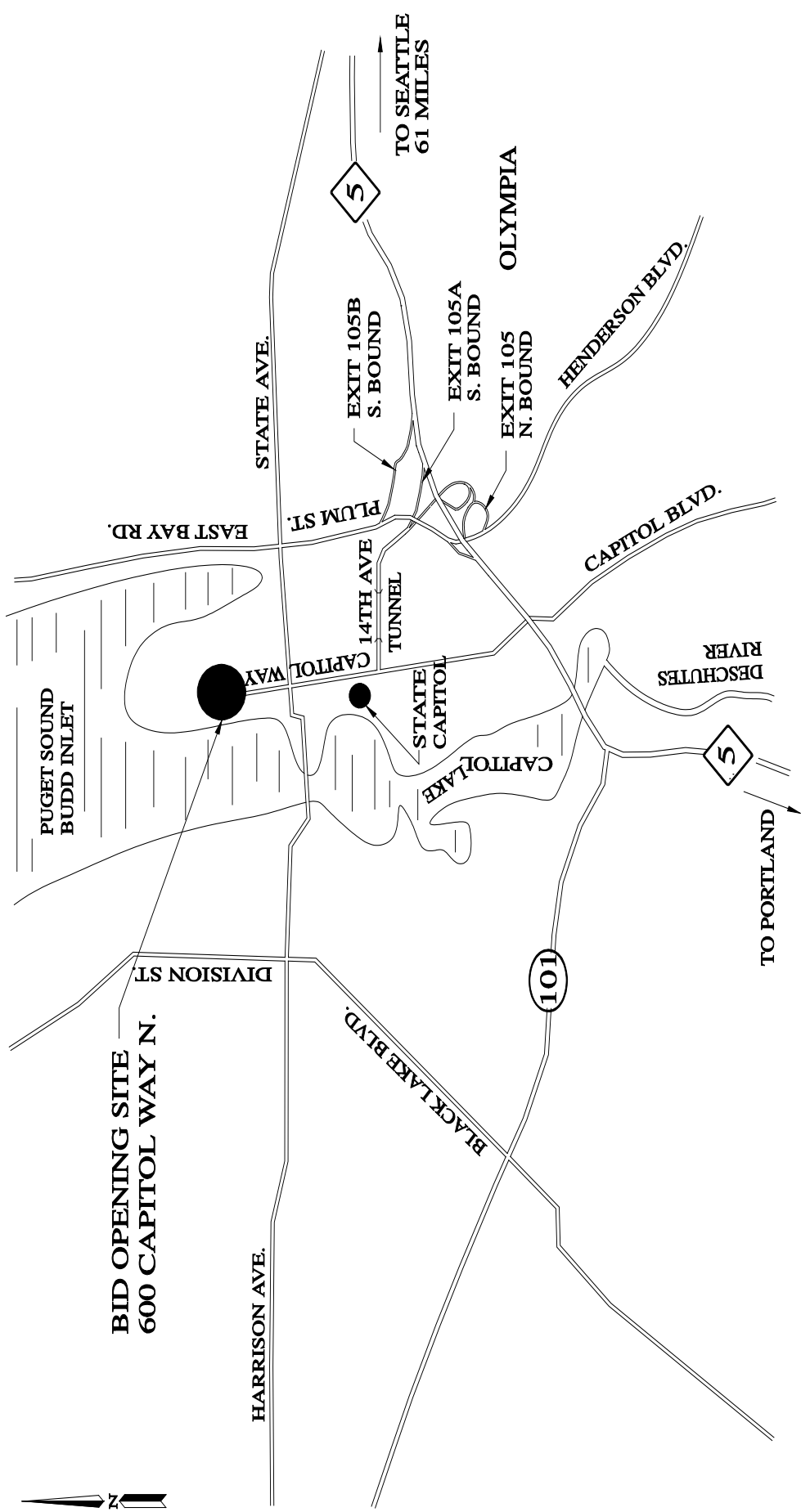
A **RECOMMENDED** pre-bid walkthrough is scheduled for 2 hours only at 2:00 PM on July 28, 2020, at the Department's Blue Lake Access Facility, located at Moore Road NE, Coulee City, Washington, in Grant County. **No questions will be answered, questions should be directed to camp.bids@dfw.wa.gov. This is in response to the Covid-19 pandemic.**

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

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

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

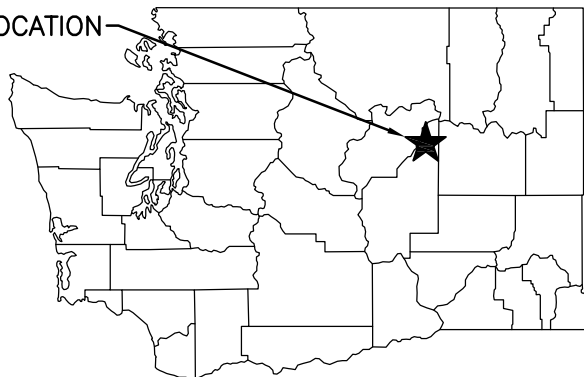
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE
Timothy Burns, Capital and Asset Management Program Director
By
Glenn F. Gerth, P.E., Chief Engineer
Capital and Asset Management Program



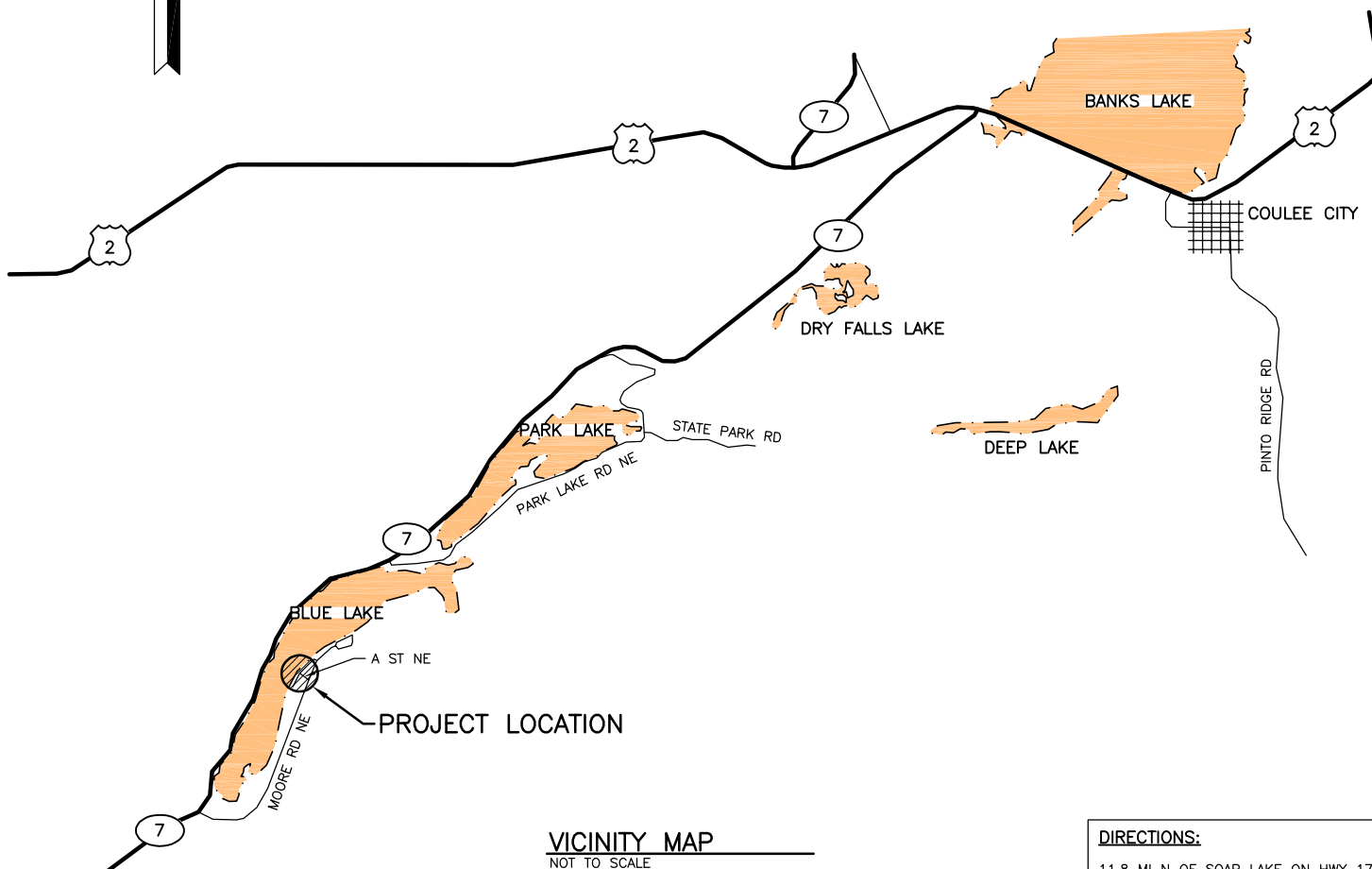
BID OPENING SITE
600 CAPITOL WAY N.
OLYMPIA, WA 98501-1091

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

PROJECT LOCATION



STATE MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

DIRECTIONS:

11.8 MI N OF SOAP LAKE ON HWY 17,
R ON MOORE RD 1.6 MI, L ON B ST.

ENG. PROJECT NO. GT:A127:18-1

PORTION OF: SEC. 20, T 24 N, R 27 E

DRAWN BY: A. JOHNSON

REFERENCE NUMBER:

APPLICANT:

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

ADJACENT PROPERTY OWNER:

1.

2.

PROJECT LOCATION (ADDRESS):

BLUE LAKE ACCESS
MOORE RD NE
COULEE CITY, WA

LAT/LONG: 47.5593/-119.4515

DATUM: NAVD 88

SHEET 1 OF 9 DATE: 11/15/2018

PROPOSED PROJECT:

**BLUE LAKE ACCESS
SITE REDEVELOPMENT**

IN: BLUE LAKE

NEAR/AT: COULEE CITY

COUNTY: GRANT

STATE: WA

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 00300* must be signed. Check for addenda at Builders exchange (<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 DATE/TIME

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. 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

LNI Training Information Link:

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

- G. Within the 3 year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, and provision of Chapter 49, 46, 49, 48 or 49.52 RCW.
- H. Before award of a public works contract, a bidder shall submit to the contracting agency a signed statement in accordance with RCW 9A.72.085 verifying under penalty of perjury that the bidder is in compliance with the responsible bidder criteria requirement of subsection G above. A contracting agency may award a contract in reasonable reliance upon such a sworn statement.

00155 BASIS OF AWARD

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

00160 PERIOD OF ACCEPTANCE

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

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 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 2:00pm on July 30, 2020. 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: Blue Lake Access Redevelopment
Project No.: GT:A127:2020-1
Bid Opening: 2:00 p.m. August 4, 2020

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: Provide all labor, material, equipment and miscellaneous items necessary and incidental to furnish and install Lower Parking, upper parking and turn-around improvements, including site layout, erosion control measures, grading, gravel path, pavement paint striping, signs, barrier rock, landscaping, and miscellaneous improvements.	\$
Bid Item 2: Provide all labor, material, equipment and miscellaneous items necessary and incidental to furnish and install Lower Parking Area Hot Mix Asphalt Paving.	\$
Bid Item 3: Provide all labor, material, equipment and miscellaneous items necessary and incidental to furnish and install Turnaround Area Hot Mix Asphalt Paving.	\$
Bid Item 4: Provide all labor, material, equipment and miscellaneous items necessary and incidental to furnish and install Upper Parking Lot Hot Mix Asphalt Paving.	\$
Bid Item 5: Provide all labor, material, equipment and miscellaneous items necessary and incidental to furnish and install Crushed Surfacing Top Course Compacted Gravel in Lower Parking Area, Turnaround Area, Upper Parking Lot and Camping Area.	\$
Base Bid (Sum of bid items 1 thru 5)	\$

TRENCH EXCAVATION SAFETY SYSTEMS:

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

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

Trench Excavation Safety Systems	\$
----------------------------------	----

CONTRACT COMPLETION TIME

Substantial Completion for the project shall be achieved by November 6, 2020.

Final Completion shall be achieved by November 27, 2020.

LIQUIDATED DAMAGES

The undersigned agrees to pay the Owner as liquidated damages the sum of \$185.00 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.**

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

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-between; width: 100%;"> Street Address City Zip Code </div> <div style="text-align: center; margin-top: 5px;">OR</div> <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:

00440 SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA

Not Used.

END OF SECTION 00400



SECTION 00500

PUBLIC WORKS CONTRACT

TITLE: [REDACTED]

WDFW NUMBER: [REDACTED]

CONTRACTOR: [REDACTED]

ENGINEERING #: [REDACTED]

TYPE: [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 [REDACTED] (Contractor), [REDACTED] 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 and Wildlife Engineer Number [REDACTED] together with the Contractor's bid opened at 2:00 P.M. Pacific Time on [REDACTED] 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 No. [REDACTED])

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 [REDACTED]. 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 \$ [REDACTED] 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 go to <http://www.ofm.wa.gov/isd/vendors.asp> or contact the Statewide Payee Help Desk at (360) 407-8180.

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 No. [REDACTED]); and
Any other provision, term or material incorporated herein by reference or otherwise incorporated.

H. **CONTRACT REPRESENTATIVES**

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

Contractor's Representative

Name: [REDACTED]
Address: [REDACTED]
Office Phone: [REDACTED]
Email: [REDACTED]

WDFW's Representative

Project Manager: [REDACTED]
Washington Dept. of Fish and Wildlife, Capital and Asset Management Program
600 Capitol Way North
Olympia, WA 98501
(360) 902-8300
Email: [REDACTED]

I. **ENTIRE CONTRACT**

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

J. **APPROVAL**

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

DIVISION 0 – BID AND CONTRACT DOCUMENTS

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

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

Signature and Date

Signature and Date

Timothy W. Burns, P.E.
Assistant Director
Capital and Asset Management Program

Printed Name and Title

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL

**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
	COMMERCIAL GENERAL LIABILITY						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:						\$
	AUTOMOBILE LIABILITY						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) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<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	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

© 1988-2014 ACORD CORPORATION. All rights reserved.

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)
By _____ SIGN IN INK By _____ 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: _____ DATE: _____
Authorized Signature

Washington Department of Fish and Wildlife

STATEMENT OF APPRENTICE/JOURNEYMAN PARTICIPATION

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

APPRENTICE SUMMARY

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

JOURNEYMEN SUMMARY

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

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

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

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

DES Labor Form 100412

END OF SECTION 00600

DIVISION 0 – GENERAL CONDITIONS**SECTION 00700
TABLE OF CONTENTS**

00701	Definitions				
	00701.01	Definitions		00705.12	Layout of Work
	00701.02	Order of Precedence		00705.13	Material and Equipment
	00701.03	Execution and Intent		00705.14	Availability and Use of Utility Services
00702	Insurance and Bonds			00705.15	Tests and Inspection
	00702.01	Contractor's Liability Insurance		00705.16	Correction of Nonconforming Work
	00702.02	Coverage Limits		00705.17	Cleanup
	00702.03	Insurance Coverage Certificates		00705.18	Access to Work
	00702.04	Payment and Performance Bonds		00705.19	Other Contracts
	00702.05	Additional Bond Security		00705.20	Subcontractors and Suppliers
	00702.06	Bid Bond or Proposal Guarantee		00705.21	Warranty of Construction
	00702.07	Builder's Risk		00705.22	Indemnification
00703	Time and Schedule			00705.23	Required Payroll Documents
	00703.01	Progress and Completion		00705.24	Statement of Apprentice/Journeyman Participation
	00703.02	Construction Schedule			
	00703.03	Owner's Right to Suspend the Work for Convenience		00705.25	Federally Funded Contract Conditions
	00703.04	Owner's Right to Stop the Work for Cause	00706	Payments and Completion	
	00703.05	Delay		00706.01	Contract Sum
	00703.06	Notice to Owner of Labor Disputes		00706.02	Schedule of Values
	00703.07	Damages for Failure to Achieve Timely Completion		00706.03	Application for Payment
00704	Specifications, Drawings, and Other Documents			00706.04	Progress Payments
	00704.01	Discrepancies and Contract Document Review		00706.05	Payments Withheld
	00704.02	Project Record		00706.06	Retainage and Bond Claim Rights
	00704.03	Shop Drawings		00706.07	Substantial Completion
	00704.04	Organization of Specifications	00707	Changes	
	00704.05	Ownership and Use of Drawings, Specifications, and Other Documents		00707.01	Changes in the Work
00705	Performance			00707.02	Change in the Contract Sum
	00705.01	Contractor Control and Supervision	00708	Claims and Dispute Resolution	
	00705.02	Permits, Fees, and Notices		00708.01	Claims Procedure
	00705.03	Patents and Royalties		00708.02	Arbitration
	00705.04	Prevailing Wages	00709	Termination of the Work	
	00705.05	Hours of Labor		00709.01	Termination by Owner for Cause
	00705.06	Nondiscrimination		00709.02	Termination by Owner for Convenience
	00705.07	Safety Precautions	00710	Miscellaneous Provisions	
	00705.08	Operations, Material Handling, and Storage Areas		00710.01	Governing Law
	00705.09	Prior Notice of Excavation		00710.02	Successors and Assigns
	00705.10	Unforeseen Physical Conditions		00710.03	Abbreviations of Administrative Organizations
	00705.11	Protection of Existing Structures, Equipment, Vegetation, Utilities, and Improvements		00710.04	Rights and Remedies
				00710.05	Contractor Registration
				00710.06	Time Computations

- 00710.07 Records Retention
- 00710.08 Third-Party Agreements
- 00710.09 Antitrust Assignment
- 00710.10 Identification of Subcontractor
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 two 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*.

DIVISION 0 – GENERAL CONDITIONS

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.

DIVISION 0 – GENERAL CONDITIONS

- 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.

DIVISION 0 – GENERAL CONDITIONS

- 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.

DIVISION 0 – GENERAL CONDITIONS

- 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.

DIVISION 0 – GENERAL CONDITIONS

- 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.

DIVISION 0 – GENERAL CONDITIONS

- 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.

DIVISION 0 – GENERAL CONDITIONS

- 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.

DIVISION 0 – GENERAL CONDITIONS

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.

DIVISION 0 – GENERAL CONDITIONS

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

00705.25 FEDERALLY FUNDED CONTRACT CONDITIONS

A. Equal Employment Opportunity :

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

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

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

DIVISION 0 – GENERAL CONDITIONS

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

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

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

DIVISION 0 – GENERAL CONDITIONS

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

DIVISION 0 – GENERAL CONDITIONS

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

PART 6 - 00706.00 PAYMENTS AND COMPLETION

00706.01 CONTRACT SUM

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

00706.02 SCHEDULE OF VALUES

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

00706.03 APPLICATION FOR PAYMENT

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

DIVISION 0 – GENERAL CONDITIONS

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

00706.04 PROGRESS PAYMENTS

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

DIVISION 0 – GENERAL CONDITIONS

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

00706.05 PAYMENTS WITHHELD

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

00706.06 RETAINAGE AND BOND CLAIM RIGHTS

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

00706.07 SUBSTANTIAL COMPLETION

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

0706.08 PRIOR OCCUPANCY

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

00706.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

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

PART 7 - 00707.00 CHANGES

00707.01 CHANGES IN THE WORK

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

DIVISION 0 – GENERAL CONDITIONS

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

00707.02 CHANGE IN THE CONTRACT SUM

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

DIVISION 0 – GENERAL CONDITIONS

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

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

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

DIVISION 0 – GENERAL CONDITIONS

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

DIVISION 0 – GENERAL CONDITIONS

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

DIVISION 0 – GENERAL CONDITIONS

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

DIVISION 0 – GENERAL CONDITIONS

- 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

DIVISION 0 – GENERAL CONDITIONS

- 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

DIVISION 0 – SUPPLEMENTAL CONDITIONS

SECTION 00800 TABLE OF CONTENTS

00800 SUPPLEMENTAL CONDITIONS

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

00802.07	Builders Risk Insurance
00810.13	Abbreviations of Administrative Organizations

00802.07 BUILDERS RISK INSURANCE

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

00810.13 ABBREVIATIONS OF ADMINISTRATIVE ORGANIZATIONS

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

TABLE 00810.13	
ABBREVIATIONS OF ADMINISTRATIVE ORGANIZATIONS	
<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 & 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>

DIVISION 0 – SUPPLEMENTAL CONDITIONS

<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

Provide all labor, material, equipment and miscellaneous items necessary and incidental to improve the existing boat launch site at Blue Lake, South of Coulee City on Highway 17. Items include:

- A. Provide, maintain and remove all necessary erosion control measures.
- B. Provide all necessary construction surveying and staking.
- C. Provide all traffic control. Ramp may be closed for limited times to the public with advanced notification and owner approval. It is the responsibility of the Contractor to post closure, cone off the work area, provide necessary flagging and secure necessary permits for work in the right-of-way.
- D. Relocate boat launch information signs, life jacket kiosk and barrier rocks as shown in the Drawings.
- E. Furnish and install barrier rock as shown in the Drawings.
- F. Furnish and install gravel pathway as shown in the Drawings.
- G. Provide grading for parking lots, and launch area as shown in the Drawings.
- H. Furnish and install asphalt paving, including compacted crushed rock base and transitions as shown in the Drawings, including saw-cut and seal.
- I. Furnish and install parking signs, pavement paint symbols and striping and wheel-stops as shown in the Drawings.
- J. Furnish and install miscellaneous items as detailed in Drawings and Specifications.

01011 OWNER FURNISHED ITEMS

Not Used.

01012 CONTRACT TIME

Substantial Completion shall be achieved by November 6, 2020.

Final Completion shall be achieved by November 27, 2020.

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:
 - State Environmental Policy Act (SEPA) Determination
 - U.S. Army Corps of Engineers Permit (CORP)
 - Hydraulic Project Approval (HPA)
 - Shoreline Substantial Development Permit (SSDP)
 - Inadvertent Discovery Plan
- 1. The permits with provisions affecting the construction methods or schedule of this project have been incorporated in *ATTACHMENT 1* at the end of this division. The Contractor shall abide by all restrictions noted in these permits as the construction is in progress.
- 2. All other permits or fees required by local, state, or federal governmental agencies necessary for the accomplishment of this project shall be obtained and paid for by the Contractor, except that any utility company costs for new permanent service shall be paid directly to the utility company by the State.
- 3. All costs associated with obtaining the permits, including labor, materials, and equipment shall be included in the Base Bid, except for permit fees.

DIVISION 1 – GENERAL REQUIREMENTS

4. The Contractor shall pay all permit fees. The Contractor shall not include any permit fees in the Base Bid. The State shall reimburse the Contractor by Change Order for the actual fees charged by city, state, or county authorities with no Contractor markup. The Contractor shall provide to the State documentation regarding costs for fees paid.
- B. The Contractor shall notify city, county, and state authorities of any inspections and/or approvals required.

01100 SPECIAL PROJECT PROCEDURES

- A. Request for closure of the access area must be provided to Josh Harmon (509) 754-4624 Ext 242, Josh.Harmon@dfw.wa.gov, 2 weeks prior to closure to allow coordination with and notification of the public. The Contractor shall make every effort to provide public access to the lake at one of the two access points during construction.
- B. The Contractor shall follow the Inadvertent Discovery Plan during construction.

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.

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

END OF SECTION 01000

ATTACHMENT 1

Permit(s)



State of Washington
DEPARTMENT OF FISH AND WILDLIFE

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

DETERMINATION OF NONSIGNIFICANCE (DNS)

Name of Proposal: DNS 19-024: BLUE LAKE ACCESS IMPROVEMENTS

Description of Proposal:

The proposed project includes the following:

1. Install new L-shaped boarding float assembly including (3) 8' X 20' floats. Floats are poly encapsulated foam tubs with untreated wood trusses and Trex decking.
2. Install float anchorage assembly including 8' X 20" concrete abutment, and (3) 12" steel piles. Piles to be hammer driven to 35 foot embedment.
3. Grade existing gravel approach and parking lot providing grade for accessible parking stalls.
4. Asphalt pave approach and parking area (38,550 sf) including striping, wheel stops and barrier rock.
5. Grade and remove construction spoils from existing camping area (approx. 2,000 sf)
6. Install mitigation plantings along shoreline.

Proponent/Applicant: Washington State Department of Fish and Wildlife (WDFW)
Contact: Larry Peck
600 Capital Way North
Olympia, WA 98501
(360) 902-8376
Larry.Peck@dfw.wa.gov

Location of Proposal, including street, if any: WDFW Blue Lake Access, Road A St NE;
Coulee City, Grant County, Washington: Township 24N, Range 27E, Section 20.

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

WDFW has determined that this proposal will likely not have a significant adverse impact on the environment. Therefore, state law¹ does not require an environmental impact statement (EIS). WDFW made this determination of nonsignificance (DNS) after we reviewed the environmental checklist and other information on file with us.

We issued this DNS according to state rules.² **We will not act on this proposal for 14 days** from the date we issued the DNS. Agencies, affected tribes, and members of the public are invited to comment on this proposal or DNS. We must receive your comments within 14 days of the date of this letter. The comment period will end at **5:00 pm on April 17, 2019.**

Method of Comment:

The following procedures shall govern the method to comment on agency SEPA proposals. Comments received through these procedures are part of the official SEPA record for this proposal.

You can submit your comments any one of the following ways:

- Email to SEPAdesk2@dfw.wa.gov
- Online at the WDFW SEPA website comment link at: <http://wdfw.wa.gov/licensing/sepa/>
- Fax to (360) 902-2946
- Mail to the address below.

Responsible Official: Lisa Wood

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

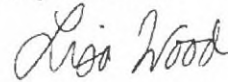
Address: P.O. Box 43200, Olympia, WA 98504-3200

After the comment period closes, applicants may view the updated status of this proposal on the WDFW SEPA website: <http://wdfw.wa.gov/licensing/sepa/>. Once the status is posted as final, applicants and permittees may take action on the proposal. When a proposal is modified or withdrawn, notice will be given in accordance with state law.¹

If you have questions about this DNS or the details of the proposal, contact Lisa Wood at the address, e-mail, or fax number above; you can also call her at (360) 902-2260.

DATE OF ISSUE: April 3, 2019

SIGNATURE:



Footnotes

1. RCW 43.21C.030(2)(c)
2. WAC 197-11-340(2).

SEPA Log Number: 19-024.dns



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

Regulatory Branch

June 7, 2019

Mr. Larry Peck
Washington Department of Fish and Wildlife
600 Capitol Way North
Olympia, Washington 98501

Reference: NWS-2019-409
Washington Department of
Fish and Wildlife
(Blue Lake Access
Upgrade)

Dear Mr. Peck:

We have reviewed your application to install a concrete abutment in the dry adjacent to an existing boat ramp by placing 3.6 cubic yards of fill over 32 square feet of Blue Lake near Coulee City, Grant County, Washington. Based on the information you provided to us, Nationwide Permit (NWP) 42, Recreational Facilities (Federal Register January 6, 2017, Vol. 82, No. 4), authorizes your proposal as depicted on the enclosed drawings dated November 15, 2018.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 42, Terms and Conditions* and the following special condition[s]:

- a. Archaeological monitoring required per the plan titled "Washington State Department of Fish & Wildlife Archaeological Monitoring Scope and Plan, *WDFW Blue Lake Boat Ramp Project, Grant County, Washington*" dated July 30, 2018.
- b. You must protect and preserve the riparian plantings and allow the vegetation to grow in a natural state for as long as the permitted project remains in place.

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

The authorized work complies with the Washington State Department of Ecology's (Ecology) Water Quality Certification (WQC) requirement for this NWP. No further coordination with Ecology for WQC is required.

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

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

You are cautioned that any change in project location or plans will require that you submit a copy of the revised plans to this office and obtain our approval before you begin work. Deviating from the approved plans could result in the assessment of criminal or civil penalties.

Upon completing the authorized work, you must fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit*. Thank you for your cooperation during the permitting process. We are interested in your experience with our Regulatory Program and encourage you to complete a customer service survey. These documents and information about our program are available on our website at www.nws.usace.army.mil, select "Regulatory Branch, Permit Information" and then "Contact Us." If you have any questions, please contact me at david.j.moore@usace.army.mil or (206) 316-3166.

Sincerely,

A handwritten signature in black ink, appearing to read "David Moore", with a stylized, flowing script.

David Moore, Project Manager
Regulatory Branch

Enclosures

cc: letter only via email to Washington Department of Ecology, Federal Permit Coordinator at: ecyrefedpermits@ecy.wa.gov



US Army Corps
of Engineers
Seattle District

NATIONWIDE PERMIT 42

Terms and Conditions

Effective Date: March 19, 2017



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

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

A. DESCRIPTION OF AUTHORIZED ACTIVITIES

Recreational Facilities. Discharges of dredged or fill material into non-tidal waters of the United States for the construction or expansion of recreational facilities. Examples of recreational facilities that may be authorized by this NWP include playing fields (e.g., football fields, baseball fields), basketball courts, tennis courts, hiking trails, bike paths, golf courses, ski areas, horse paths, nature centers, and campgrounds (excluding recreational vehicle parks). This NWP also authorizes the construction or expansion of small support facilities, such as maintenance and storage buildings and stables that are directly related to the recreational activity, but it does not authorize the construction of hotels, restaurants, racetracks, stadiums, arenas, or similar facilities.

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. The discharge must not cause the loss of more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds the district engineer waives the 300 linear foot limit by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects. The loss of stream bed plus any other losses of jurisdictional wetlands and waters caused by the NWP activity cannot exceed 1/2-acre. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.) (Authority: Section 404)

B. CORPS NATIONAL GENERAL CONDITIONS FOR ALL NWPs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. (b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status. (c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

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

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur. (b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed

activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWP. (e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering. (f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required. (g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether

“incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied. (b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106. (c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. (d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps. (e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic

properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

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

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

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal: (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site). (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal. (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)). (e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require

slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses. (f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation. (2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)). (3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation. (4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). (5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided. (6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

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

States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

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

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

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

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

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

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

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-

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

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

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

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

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

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

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed activity;
- (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;
- (4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);
- (5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;
- (6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.
- (7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;
- (8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;
- (9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

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

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals. (d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal. (2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes. (3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5. (4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act. (5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

District Engineer's Decision: 1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and

exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (i.e., NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2-acre. 2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns. 3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters (e.g., streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer. 4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would

reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

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

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

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

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

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

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

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

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

- NWP 12 – Utility Line Activities (substations)
- NWP 13 – Bank Stabilization
- NWP 14 – Linear Transportation Projects
- NWP 23 – Approved Categorical Exclusions

NWP 29 – Residential Developments
NWP 39 – Commercial and Institutional Developments
NWP 40 – Agricultural Activities
NWP 41 – Reshaping Existing Drainage Ditches
NWP 42 – Recreational Facilities
NWP 43 – Stormwater and Wastewater Management Facilities

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

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

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

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

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

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

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

8. Mitigation: Pre-construction notification is required for any project that will result in permanent wetland losses that exceed 1,000 square feet. In addition to the requirements of General Condition 23 (Mitigation), compensatory mitigation at a minimum one-to-one ratio will be required for all permanent

wetland losses that exceed 1,000 square feet. When a PCN is required for wetland losses less than 1,000 square feet, the Corps of Engineers may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation for impacts to marine waters, lakes, and streams will be determined on a case-by-case basis. If temporary impacts to waters of the U.S. exceed six months, the Corps of Engineers may require compensatory mitigation for temporal effects.

9. Magnuson-Stevens Fishery Conservation and Management Act – Essential Fish Habitat

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

10. Forage Fish: For projects in forage fish spawning habitat, in-water work must occur within designated forage fish work windows, or when forage fish are not spawning. If working outside of a designated work window, or if forage fish work windows are closed year round, work may occur if the work window restriction is released for a period of time after a forage fish spawning survey has been conducted by a biologist approved by the Washington State Department of Fish and Wildlife (WDFW). Forage fish species with designated in-water work windows include Pacific sand lance (*Ammodytes hexapterus*), Pacific herring (*Clupea pallasii*), and surf smelt (*Hypomesus pretiosus*). This RGC does not apply to NWP 48, *Commercial Shellfish Aquaculture Activities*. Please see specific regional conditions for NWP 48.

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

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

13. Temporary Impacts and Site Restoration

- a. Temporary impacts to waters of the U.S. must not exceed six months unless the prospective permittee requests and receives a waiver by the district engineer. Temporary impacts to waters of the U.S. must be identified in the PCN.
- b. No more than 1/2 acre of waters of the U.S. may be temporarily filled unless the prospective permittee requests and receives a waiver from the district engineer (temporary fills do not affect specified limits for loss of waters associated with specific nationwide permits).
- c. Native soils removed from waters of the U.S. for project construction should be stockpiled and used for site restoration. Restoration of temporarily disturbed areas must include returning the area to pre-

project ground surface contours. If native soil is not available from the project site for restoration, suitable clean soil of the same textural class may be used. Other soils may be used only if identified in the PCN.

- d. The permittee must revegetate disturbed areas with native plant species sufficient in number, spacing, and diversity to restore affected functions. A maintenance and monitoring plan commensurate with the impacts, may be required. Revegetation must begin as soon as site conditions allow within the same growing season as the disturbance unless the schedule is approved by the Corps of Engineers. Native plants removed from waters of the U.S. for project construction should be stockpiled and used for revegetation when feasible. Temporary Erosion and Sediment Control measures must be removed as soon as the area has established vegetation sufficient to control erosion and sediment.
- e. If the Corps determines the project will result in temporary impacts of submerged aquatic vegetation (SAV) that are more than minimal, a monitoring plan must be submitted. If recovery is not achieved by the end of the monitoring period, contingencies must be implemented, and additional monitoring will be required.

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

D. CORPS REGIONAL SPECIFIC CONDITIONS FOR THIS NWP:

Pre-construction notification must identify if the project is an individual lot within a subdivision or part of a multiphase development.

E. ECOLOGY 401 CERTIFICATION: GENERAL CONDITIONS

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

1. **For in-water construction activities.** Ecology Section 401 review is required for projects or activities authorized under NWPs that will cause, or may be likely to cause or contribute to an exceedance of a State water quality standard (Chapter 173-201A WAC) or sediment management standard (Chapter 173-204 WAC). State water quality standards and sediment management standards are available on Ecology's website. Note: In-water activities include any activity within a wetland and/or activities below the ordinary high water mark (OHWM).

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

3. **Application.** For projects or activities that will require Ecology Section 401 review, applicants must provide Ecology with a Joint Aquatic Resources Permit Application (JARPA) along with the documentation provided to the Corps, as described in National General Condition 32, Pre-Construction Notification, including, when applicable: (a) A description of the project, including site plans, project purpose, direct and indirect adverse environmental effects the project would cause, best management practices (BMPs), and any other Department of the Army or federal agency permits used or intended to be used to authorize any part of the proposed project or any related activity. (b) Drawings indicating the Ordinary High Water Mark (OHWM), delineation of special aquatic sites and other waters of the state. Wetland delineations must be prepared in accordance with the current method required by the Corps and shall include Ecology's Wetland Rating form. Wetland rating forms are subject to review and verification by Ecology staff. Guidance for determining the OHWM is available on Ecology's website. (c) A

statement describing how the mitigation requirement will be satisfied. A conceptual or detailed mitigation or restoration plan may be submitted. See State General Condition 5 for details on mitigation requirements. (d) Other applicable requirements of Corps Nationwide Permit General Condition 32, Corps Regional Conditions, or notification conditions of the applicable NWP. (e) Within 180 calendar days from receipt of applicable documents noted above **and** a copy of the final authorization letter from the Corps providing coverage for a proposed project or activity under the NWP Program Ecology will provide the applicant notice of whether an individual Section 401 will be required for the project. If Ecology fails to act within a year after receipt of **both** of these documents, Section 401 is presumed waived.

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

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

(b) Fens, aspen-dominated wetlands, camas prairie wetlands. (c) Marine water with eelgrass (*Zostera marina*) beds (except for NWP 48). (d) Category I wetlands. (e) Category II wetlands with a habitat score ≥ 8 points. This State General Condition does not apply to the following Nationwide Permits: NWP 20 – *Response Operations for Oil and Hazardous Substances*, NWP 32 – *Completed Enforcement Actions*

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

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

- i. A description of the measures taken to avoid and minimize impacts to wetlands and other waters of the U.S.
- ii. The nature of the proposed impacts (i.e., acreage of wetlands and functions lost or degraded).
- iii. The rationale for the mitigation site that was selected.
- iv. The goals and objectives of the compensatory mitigation project.
- v. How the mitigation project will be accomplished, including construction sequencing, best management practices to protect water quality, proposed performance standards for measuring success and the proposed buffer widths.
- vi. How it will be maintained and monitored to assess progress towards goals and objectives. Monitoring will generally be required for a minimum of five years. For forested and scrub-shrub wetlands, 10 years of monitoring will often be necessary.
- vii. How the compensatory mitigation site will be legally protected for the long term.

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

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

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

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

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

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

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

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

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

Certified subject to conditions. Ecology Section 401 review is required for projects or activities authorized under this NWP if: The project or activity affects ¼ acre or more of waters of the State.

G. COASTAL ZONE MANAGEMENT CONSISTENCY RESPONSE FOR THIS NWP:

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

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

General Conditions: For Non-Federal Permittees

1. Necessary Data and Information. A Coastal Zone Management Program "Certification of Consistency" form is required for projects located within a coastal county. "Certification of Consistency" forms are available on Ecology's website. The form shall include a description of the proposed project or activity and evidence of compliance with the applicable enforceable policies of the Washington Coastal Zone Management Program (CZMP). Also, a map of the site location is required.

2. Timing. Within 6 months from receipt of the necessary data and information, Ecology will provide a federal consistency determination for the proposed project or activity. If Ecology fails to act within the 6 month period, concurrence with the CZMP is presumed.

General Conditions: For Federal Permittees (Agencies)

1. Necessary Data and Information. Federal agencies shall submit the determination, information, and analysis required by 15 CFR 930.39 to obtain a federal consistency determination.

2. Timing. Within 60 days from receipt of the necessary data and information, Ecology will provide a federal consistency determination for the proposed project or activity. If Ecology fails to act within the 60 day period, concurrence with the CZMP is presumed.



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

Regulatory Branch

June 3, 2019

Allyson Brooks, Ph.D.
State Historic Preservation Officer
Washington State Department of Archaeology
and Historic Preservation
Post Office Box 48343c
Olympia, Washington 98504-8343

Reference: NWS-2019-409
Washington Department of
Fish and Wildlife (Blue
Lake Access Upgrade)
No Historic Properties

Dear Dr. Brooks:

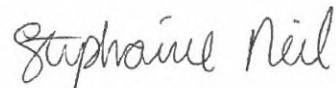
The U.S. Army Corps of Engineers (Corps) Regulatory Branch has received a permit application from the Washington Department of Fish and Wildlife (WDFW) associated with the Blue Lake Access Upgrade project located at Blue Lake near Coulee City, at Sec 20, T24N, R27E, Park Lake USGS 7.5' quadrangle, Grant County, Washington. The Corps consulted with the Washington State Department of Archaeology and Historic Preservation (DAHP) on the Blue Lake Boat Ramp project (DAHP Log 2017-09-06964-COE-S) in April of 2018. Corps permit NWS-2005-364 included replacement of the existing boat ramp and plantings. The current proposed project includes installation of a concrete abutment next to the boat ramp. The Corps is evaluating the undertaking in compliance with Section 106 of the National Historic Preservation Act. The Corps' permit area is defined by all areas of proposed in-water activity, including upland areas where work is directly associated, integrally related, and would not occur but for the in-water authorized activity. In evaluating the effects of the Corps' permitting actions to historic properties, the Corps takes into consideration historic properties both within and beyond the permit area.

WDFW finalized a report titled *WDFW Blue Lake Boat Ramp Project*, dated November 1, 2017, on the results of their cultural resources assessment of the project area. The report covers the previously permitted project and the proposed project. Information on the project is available online on the Washington Information System for Architectural and Archaeological Records Data (DAHP Project No. 2017-09-06964). Please let us know if you need a copy for your review. No historic properties were located as a result of background research, pedestrian

survey, and subsurface investigation. WDFW recommended archaeological monitoring and the Corps agrees.

Based on the results presented above, and given a requirement for archaeological monitoring, the Corps has determined there would be no historic properties affected by this undertaking and invites your comments. If you have any questions or need additional information, please email cultural.resources@usace.army.mil or call Stephanie Neil at (206) 764-6941 or Lance Lundquist at (206) 764-6909.

Sincerely,

A handwritten signature in cursive script that reads "Stephanie Neil".

Stephanie Neil
Cultural Resources Coordinator
Regulatory Branch



HYDRAULIC PROJECT APPROVAL

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

Issued Date: June 11, 2019
Project End Date: March 31, 2020

Permit Number: 2019-2-89+01
FPA/Public Notice Number: N/A
Application ID: 18318

PERMITTEE

AUTHORIZED AGENT OR CONTRACTOR

Larry Peck
600 Capitol Way N
Olympia, WA 98501-1076

Project Name: Blue Lake Access Improvements

Project Description: Placement of "L" shaped floating dock anchored by 3 steel pilings embedded 35 feet. Dock consists of three (3) 8' X 20' boarding floats, new 8' X 4" concrete dock abutment, regarding lower parking area, paving with asphalt of the lower parking area, turn around, and boat launch approach and a portion of the upper parking area. Parking area will be painted stripes to guide parking and ADA compliant.

PROVISIONS

TIMING - PLANS - INVASIVE SPECIES CONTROL

1. **TIMING LIMITATION:** You may begin the project on October 1, 2019 and you must complete the project by March 31, 2020.
2. **APPROVED PLANS:** You must accomplish the work per plans and specifications submitted with the on-line application and approved by the Washington Department of Fish and Wildlife, entitled Blue Lake Access, dated November 15, 2018, and received on May 21, 2019, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
3. **INVASIVE SPECIES CONTROL:** Follow Level 1 Decontamination protocol for low risk locations. Thoroughly remove visible dirt and organic debris from all equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets and undercarriage) before arriving and leaving the job site to prevent the transport and introduction of invasive species. Properly dispose of any water and chemicals used to clean gear and equipment. For contaminated or high risk sites please refer to the Level 2 Decontamination protocol. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.

NOTIFICATION REQUIREMENTS

4. **NOTIFICATION REQUIREMENT:** You or your agent/contractor must notify the Habitat Biologist listed below no less than three business days before starting work, and again within seven days after completing the work to arrange for a post-project inspection. The notification must include the permittee's name, project location, starting date for work or completion date of work, and the permit number for this Hydraulic Project Approval.
5. **FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION:** If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.



HYDRAULIC PROJECT APPROVAL

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

Issued Date: June 11, 2019
Project End Date: March 31, 2020

Permit Number: 2019-2-89+01
FPA/Public Notice Number: N/A
Application ID: 18318

STAGING, JOB SITE ACCESS, AND EQUIPMENT

6. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
7. Use existing roadways or travel paths.
8. This Hydraulic Project Approval does not authorize the removal of riparian zone vegetation.
9. Station and operate equipment used for this project on the shoreline and/or the established ramp.
10. Remove soil or debris from the drive mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to operating the equipment waterward of the ordinary high water line.
11. Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated in or near the water.
12. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

13. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.
14. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.
15. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.
16. To prevent leaching, construct forms to contain wet concrete during abutment construction. Place impervious material over wet concrete that will come in contact with waters of the state. Forms and impervious materials must remain in place until the concrete is cured.
17. Use tarps or other methods to prevent treated wood, sawdust, trimmings, drill shavings and other debris from contacting the bed or waters of the state.
18. Prior to disturbance of lake sediments, a floating buoy/silt curtain containment system shall be installed from the water surface to the lake bottom all around the work area, to keep sediments from damaging water quality outside the work area. It shall be weighted down continuously along the bottom.
19. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater.
20. Deposit all trash from the project at an appropriate upland disposal location.

DOCK AND FLOAT

21. Use of treated wood for decking is not authorized, but may be used for structural elements. Treated wood subject to abrasion by vessels, floats, or other objects must incorporate approved design features such as rub strips to minimize abrasion of the wood.
22. Fully enclose and contain flotation for the structure in a shell (tub) or 20 - 25 mm polyethylene or polyurethane wrap. The shell or wrap must prevent breakup or loss of the flotation material into the water. The shell or wrap must not be readily subject to damage by ultraviolet radiation and abrasion.
23. The dock must not exceed 20 feet in length and 8 feet in width.

PILE REMOVAL, DRIVING



HYDRAULIC PROJECT APPROVAL

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

Issued Date: June 11, 2019
Project End Date: March 31, 2020

Permit Number: 2019-2-89+01
FPA/Public Notice Number: N/A
Application ID: 18318

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

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

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

b. For driving or proofing steel piling greater than 10 inches in diameter, install a bubble curtain around the pile during piling impact driving operations that distributes air bubbles around 100% of the perimeter of the piling over the full depth of the water column.

DEMOBILIZATION AND CLEANUP

26. Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent possible.

27. To prevent fish from stranding, backfill trenches, depressions, and holes in the bed that may entrain fish during high water or wave action.

28. Complete planting of 480 sq. feet of riparian vegetation during the first dormant season (late fall through late winter) after project completion per the approved plan. Maintain plantings for at least three years to ensure at least eighty percent of the plantings survive. Failure to achieve the eighty percent survival in year three will require you to submit a plan with follow-up measures to achieve requirements or reasons to modify requirements.

29. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.

30. Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.

LOCATION #1: Site Name: Blue Lake Access
A St. NE, Coulee City, WA 99115

WORK START: September 18, 2019

WORK END: November 15, 2019

<u>WRIA</u>	<u>Waterbody:</u>	<u>Tributary to:</u>				
42 - Grand Coulee	Blue Lake	Alkali Lake				
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
NW 1/4	20	24 N	27 E	47.5593	-119.4515	Grant

Location #1 Driving Directions

From Coulee City drive west on HWY 2 for approximately 1 mile, turn left onto Hwy 17 for 8 miles, turn left onto Moore Road. Proceed on Moore Road for 2 miles, turn left onto A St NE.

APPLY TO ALL HYDRAULIC PROJECT APPROVALS



HYDRAULIC PROJECT APPROVAL

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

Issued Date: June 11, 2019

Project End Date: March 31, 2020

Permit Number: 2019-2-89+01

FPA/Public Notice Number: N/A

Application ID: 18318

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

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

This Hydraulic Project Approval does not authorize trespass.

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

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day and/or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

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

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



HYDRAULIC PROJECT APPROVAL

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

Issued Date: June 11, 2019
Project End Date: March 31, 2020

Permit Number: 2019-2-89+01
FPA/Public Notice Number: N/A
Application ID: 18318

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

APPEALS INFORMATION

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

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

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

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



HYDRAULIC PROJECT APPROVAL

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

Issued Date: June 11, 2019
Project End Date: March 31, 2020

Permit Number: 2019-2-89+01
FPA/Public Notice Number: N/A
Application ID: 18318

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

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

Habitat Biologist Eric.Pentico@dfw.wa.gov
Eric Pentico 509-754-4624, Ext:215

Eric D. Pentico for Director
WDFW



GRANT COUNTY
DEVELOPMENT SERVICES

P.O. Box 37 - 264 WEST DIVISION AVENUE
EHRATA, WA 98823
(509) 754-2011 EXT 2501

**WASHINGTON STATE SHORELINE MANAGEMENT ACT OF 1971
& GRANT COUNTY SHORELINE MASTER PROGRAM**

Application Number: P19-0170
Administering Agency: Grant County Development Services
Date received: June 2019

☒ **Approved**

☐ **Denied**

Decision Date: September 3, 2019

TYPE(S) OF ACTION:

- ☐ Exemption
- ☒ Substantial Development Permit
- ☒ Conditional Use Permit
- ☐ Variance Permit
- ☐ Addendum to Existing Permit
- ☒ Floodplain Development Permit

▪ **Shoreline Substantial Development Permit (SSDP) Issued to:**

Washington State Department of
Fish and Wildlife
600 Capital Way N
Olympia, WA 98501

▪ **To undertake the following development:**

Placement of a floating dock (420 sq. ft.), placement of concrete dock abutment, re-grade and re-pave lower parking area/launch approach and improve accessibility.

▪ **Upon the following property:**

The public boat launch located on Blue Lake. The launch site is located on the east side of the lake on Lakeview Rd. NE at the end of B St. NE. The site is located in a portion of the SE ¼ of Section 20, Township 24 N, Range 27 E, W.M., Grant County, WA. Parcel #07-0962-000.

ADMINISTRATIVE INFORMATION:

NOTICE: This permit is granted pursuant to the Shoreline Management Act of 1971 and the Grant County Shoreline Master Program (September, 2014) and nothing in this permit

shall excuse the applicant from compliance with any other federal, state or local statutes, ordinances or regulations applicable to this project, but not inconsistent with the Shoreline Management Act (Chapter 90.58 RCW).

NOTICE: Construction pursuant to this permit will not begin and is not authorized until twenty one (21) days from the date of receipt with ecology as defined in RCW 90.58.140(6) and WAC 173-27-130, or until all review proceedings initiated within twenty one (21) days from the date of the decision.

NOTICE: Construction or Use shall commence within two (2) years of effective date (See Chapter 173-27-090 WAC) unless an extension is approved by Grant County prior to expiration date. Further, authorization to conduct development activities or uses not initiated shall terminate five (5) years after the effective date unless an extension is approved by Grant County prior to the expiration date. Any permit that expires shall be deemed null and void, and a new permit and associated fees shall be required.

NOTICE: This permit and the scope of work described herein can only be amended pursuant to GCC § 24.12.820, subject to review and approval by Grant County.

BACKGROUND:

1. This application was determined to be technically complete on June 17, 2019.
2. This proposal was processed as a Type II Administrative Decision, in accordance with Chapter 25.04 "Permit Application Review Procedures" of the Grant County Unified Development Code.
3. The proposal was reviewed for compliance with Chapter 24.12 Shoreline Master Program.
4. Pursuant to Grant County SMP, Section 24.12.200, the proposed scope of this project requires a Shoreline Substantial Development Permit.
5. According to the Grant County Shoreline Master Program, the subject parcel has a Shoreline Residential Shoreline Environment designation.
6. The estimated cost of the project is \$50,000.
7. The project is located within the Shoreline Development 3 Zoning District.
8. A SEPA Mitigated Determination of Non-Significance was issued by WDFW for this proposal.
9. This site is an existing Blue Lake public access point. There is an existing boat launch and parking lot on-site.
10. No public comments were received for this application.
11. Staff completed a site visit on June 20, 2019.

CONDITIONS OF APPROVAL:

1. The landowner/applicant shall alter the shoreline only to the minimum extent necessary so as to complete the proposed project. Upon completion of the project, any/all disturbed areas shall be replanted with native wetland, aquatic, and/or terrestrial species as approved by the WA Department of Fish and Wildlife.

2. Applicant is responsible for the successful establishment of the plantings proposed on the site plan submitted with the JARPA application materials.
3. Development shall comply with applicable state and federal laws for the protection of archaeological and historic resources. If human remains are discovered during ground-disturbing activities, all development activity shall cease immediately and the applicant, or his contractor or agent, shall immediately contact the Shoreline Administrative Official and the Washington State Department of Archaeological & Historic Preservation for further instruction.
4. Best management practices for control of erosion and sedimentation shall be implemented for the project.
5. Any proposed development within 200 feet of the shoreline area and beyond the scope of this permit, including but not limited to landscaping, development of any structures, or alteration of the natural shoreline, may require additional review and permitting.
6. Construction or Use shall commence within two (2) years of effective date (see Chapter 173-27-090 WAC) unless an extension is approved by Grant County prior to expiration date. Further, authorization to conduct development activities or uses not initiated shall terminate five (5) years after the effective date unless an extension is approved by Grant County prior to the expiration date. Any permit that expires shall be deemed null and void, and a new permit and associated fees shall be required.
7. The landowner/applicant is responsible to determine if other permits and/or licenses will be required by other local, state, and Federal agencies for this proposal. The landowner/applicant shall acquire all such permits and/or licenses as required.
8. Upon completion of the project the applicant/agent shall contact Grant Development Services to schedule a site inspection to ensure compliance with the approved Conditions of Approval.
9. A County Work in Right-of-Way shall be obtained from Grant County Public Works prior to any work in a County Road Right-of-Way.
10. Development shall comply with WA Department of Ecology Eastern Washington Stormwater Control Manual.

FINDINGS OF FACT:

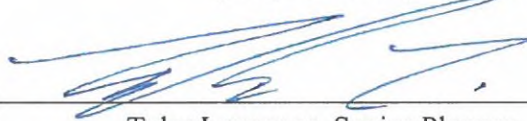
1. The shoreline substantial development permit as proposed and conditioned (is) consistent with the policies and procedures of the Shoreline Management Act, Chapter 90.58 RCW.
2. The shoreline substantial development permit as proposed and conditioned (is) consistent with the applicable provisions of Chapter 173-27 WAC.
3. The shoreline substantial development permit as proposed and conditioned (is) consistent with the Grant County Shoreline Master Program Chapter 24.12 UDC and supporting documents.

APPEALS: Appeal of this permit shall be pursuant to GCC 24.12,810, GCC 24.08, and GCC 25.32.

* * * * *

Responsible Official: Damien Hooper, Director
Grant County Development Services
PO Box 37
264 West Division Avenue
Ephrata, WA 98823
(509) 754-2011, ext. 2501

Signature:



Tyler Lawrence, Senior Planner
Designee of Director

Date:

9/3/19

**WASHINGTON STATE DEPARTMENT OF FISH & WILDLIFE
INADVERTENT DISCOVERY PLAN FOR CULTURAL RESOURCES**

**BLUE LAKE ACCESS REDEVELOPMENT PROJECT
GRANT COUNTY, WASHINGTON**

The Inadvertent Discovery Plan is intended to provide clear guidance related to the management of an unexpected discovery or unearthing of cultural artifacts, archaeological features or other evidence of cultural materials and/or of skeletal material of human or unknown origin during WDFW projects not governed by a DAHP-issued excavation permit, or by a Monitoring or Site Protection Plan for a specific area or activity.

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

Pre-Field Actions

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

Field Actions

SPECIFIC PROCEDURES FOR THE INADVERTENT DISCOVERY OF ARCHAEOLOGICAL RESOURCES

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

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

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

SPECIFIC PROCEDURES FOR THE INADVERTENT DISCOVERY OF HUMAN REMAINS

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

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

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

1. If ground disturbing activities encounter human skeletal remains during the course of construction, then all activity will cease that may cause further disturbance to those remains.
2. The area of the find will be secured and protected from further disturbance. The project supervisor will cover the remains with a tarp or other fabric when available, notify workers that the area is off limits, and will maintain a watch to ensure that the area is

not disturbed. The remains will be treated respectfully at all times. News of the discovery is not to be communicated beyond the people who need to know.

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

CONTACTS

WASHINGTON STATE DEPARTMENT OF FISH & WILDLIFE

Department Archaeologist

Adam N. Rorabaugh, Archaeologist	360-789-3290
Katherine M. Kelly, Archaeologist	360-902-2573 or 360-951-0941

If the archaeologists cannot be reached, contact Paul Dahmer, Wildlife Area Access Manager at 360-902-2480

Project Manager and Alternative Contact

Lane Sater, Project Manager	(360) 688-6027
-----------------------------	----------------

USACE

Lance Lundquist, Cultural Resource Program	206-764-6909
--	--------------

CONFEDERATED TRIBES OF THE COLVILLE RESERVATION

Guy Moura, THPO	509-634-2695
-----------------	--------------

WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION

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

GRANT COUNTY

Sheriff's Office	509-754-2058
County Coroner	509-765-7601

Definitions:

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

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

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

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

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

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

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

Cultural Resources include archaeological resources and historic sites.

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

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

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

**SECTION 02000
GENERAL SITE WORK PROVISIONS**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section specifies general requirements for all sections of *DIVISION 2 - SITE WORK*.

1.02 RELATED WORK

Provisions of the *GENERAL CONDITIONS*, *SUPPLEMENTAL CONDITIONS*, and *DIVISION 1* of the Contract are by this reference a part of this division and shall govern work under this division where applicable.

1.03 REFERENCES

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

- A. *AASHTO* *American Association of State Highway and Transportation Officials*
- B. *ANSI* *American National Standards Institute*
- C. *ASTM* *American Society of Testing and Materials*
- D. *OSHA* *Occupational Safety and Health Administration Construction Standards*
- E. *RCW* *Revised Code of Washington*
- F. *IBC* *International Building Code*
- G. *WAC* *Washington Administrative Code*
- H. *WSDOT* *Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction latest edition*

1.04 SUBMITTALS

Submit shop drawings for all items in all sections of *DIVISION 2* in accordance with the *GENERAL CONDITIONS*.

- A. Product Data: Submit 1 copy of manufacturer's data for all items in *DIVISION 2*, indicating shapes, sizes, grade, and physical and structural properties.
- B. Shop Drawings: Submit 1 copy of shop drawings including complete plan and profiles, size, details, and schedules for fabrication and assembly. Include material identification, details of cuts, connections, fastener types and material, fastener locations, and other pertinent data.

DIVISION 2 - SITE WORK

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

1.05 SHIPPING, STORAGE, AND HANDLING

- A. Protect all materials from exposure to moisture, wind, sunlight, or other excessive weather conditions that will render them unsuitable for usage as intended and be cause for rejection. Contractor shall be responsible for all costs associated with replacement of all rejected items.
- B. Stockpile or store in areas protected from contamination and physical damage.
- C. Storage and handling of all items to be incorporated into the project shall be such that items are not damaged. Damaged items shall be subject to rejection, and costs associated with replacement shall be the Contractor's responsibility.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 02000

**SECTION 02050
DEMOLITION**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Removing and disposing of or salvaging existing structures, utilities and materials. Underground structures and utilities may not be in the exact locations shown. The work includes the requirements for the removal, wholly or in part, and satisfactory disposal of utilities, pipelines, structures, conduits, wires and other obstructions which are designated to be demolished on the drawings or within these Specifications.
- B. The Demolition work is included on the drawings for guidance only to indicate typical general construction features of the various types of structures and is not to be construed as definitive or adequate to supplant the actual on-site inspection by the Contractor.
- C. Signs and barrier rocks identified on the plans to be relocated shall be the property of WDFW and shall be salvaged and reinstalled in-kind, as shown on the plans.

1.02 RELATED SECTION

Placing and compacting of fill material in holes or pits created by the removals (see *SECTION 02220*).

1.03 JOB CONDITIONS

The Contractor represents that it has visited the site to become familiar with the quantity and character of all materials to be demolished. The Contractor agrees that the premises were made available prior to deadline for submission of bids for whatever inspection and tests the Contractor deemed appropriate. The Contractor assumes full responsibility for the proper disposal, reuse, recycling or salvage of all demolition materials.

1.04 SUBMITTALS

The Contractor shall submit a demolition plan that at a minimum, addresses the following:

- A. Worker safety
- B. Protection of the public
- C. Work sequence
- D. Means and methods to minimize waste and maximize salvage
- E. Disposal procedures
- F. Protection of the environment

- G. Disposal site(s) approved by all environmental agencies, including permits and permissions as necessary.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.01 DEMOLITION

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

3.02 REMOVAL

- A. Remove all structures or designated portions thereof, and other materials without disturbing adjoining facilities.
- B. Where concrete or asphaltic concrete walks, roadways, or floors are to be removed, saw cutting or other approved method shall be performed. Saw cutting shall be to the full thickness of the structure and shall be straight and true.

3.03 DISPOSAL

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

3.04 BACKFILLING

Holes and pits created by removing existing structures and materials shall be backfilled with structural fill material in accordance with *SECTION 02220*.

END OF SECTION 02050

**SECTION 02100
SITE PREPARATION**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

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

1.02 JOB CONDITIONS

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

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.01 SITE CLEARING

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

3.02 PROTECTION

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

3.03 DISPOSAL

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

END OF SECTION 02100

**SECTION 02140
DEWATERING**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Design, furnish, install, operate and maintain all pumps, piping, drains, well points, wells, and other facilities for the control, collection and disposal of groundwater or surface water for the proper construction of all work specified herein.
- B. The dewatering system shall prevent loss of fines, boiling, quick conditions, and softening of foundation strata and shall maintain stability of excavation bottoms.

1.02 DEFINITIONS

- A. Special Dewatering: Dewatering by single or multiple stage well points or deep wells.
- B. Hydrostatic Groundwater Level: The groundwater level at any location at the time of construction and prior to dewatering.

1.03 SUBMITTALS

- A. Measures given in the Drawings and Specifications are minimum requirements, the Contractor shall supplement the measures described to the extent necessary to achieve the required results. Engineer's review of the Contractor's proposed dewatering system does not relieve the Contractor of the full responsibility for the adequacy of the dewatering system.
- B. Submit a Water Quality Monitoring Plan to measure water quality per *WAC 173-201A-200*.

1.04 REGULATORY REQUIREMENTS

- A. All dewatering activities shall comply with all local, state, and federal regulations, including the requirements of the Washington State Department of Ecology (WDOE) and WDFW HPA's.
- B. No in-water work may begin until WDFW biologists have approved work areas and performed trapping and transporting of aquatic species within work areas. The Contractor shall be responsible coordinating in-water work schedules and notifying the Engineer not less than 14 days prior to the anticipated beginning of in-water work so that WDFW biologists can perform trapping and transporting.

1.05 REFERENCES

- A. *NMFS Screen Criteria*
- B. *WAC 173-201A-200*
- C. *ASTM D4632 – Standard test method for grab breaking load and elongation of geotextiles.*

PART 2 - PRODUCTS

2.01 COMPONENTS

The materials and construction of the dewatering wells, and any required observation wells shall be selected by the Contractor and his dewatering specialist.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Do not begin work until the necessary dewatering and de-sediment control measures for that particular phase of work has been implemented. Incorporate all sediment control features into the project at the earliest practicable time.
- B. At all times during construction, the Contractor shall provide ample means and devices to promptly remove and properly dispose of all water entering excavation such that the bottom is kept firm and acceptably free of standing water until the structures to be built therein are completed.
- C. The Contractor shall provide continuous superintendence during all periods of dewatering.
- D. The location of every element of the dewatering system shall be such that interference with excavation and construction activity is minimized.
- E. Discharged water shall be directed into settling basins or areas where silts and sediments may be filtered prior to entry into waterways or other property. At locations where siltation or erosion may occur, hay-bale silt fencing and/or other control measures shall be installed as required to control and prevent siltation.
- F. The Contractor may use sheeting, at his option, to help achieve the dewatering requirement as specified in this Section. If sheeting is used, submit a sheeting design by a Structural Engineer registered in Washington State.
- G. Special dewatering shall be required in any location where the soil and/or groundwater conditions would otherwise tend to result in boiling or other disturbance to the subsoils and/or walls of the excavation.

3.02 DEWATERING AND STEAM DIVERSION

- A. Construct temporary channels, temporary culverts, earth berms, or sandbag berms to divert water around disturbed areas and work areas.
- B. Notify the Engineer of the intention to dewater at least 10 working days in advance. Do not dewater any area until approved by the Engineer.

- C. Pumps: Install pumps as required to re-route stream around work areas, dewater foundations, and maintain hatchery intake flow as show on the Drawings. When failure of pump would result in movement of sediment or turbidity beyond the work area, provide a backup pump that is readily available. Provide a temporary hatchery supply system as required on the Drawings. Pumps must have fish screens and be operated in accordance with National Marine Fisheries Service (NMFS) aquatic species screen criteria. Equip the pump with approved screens, appropriate suction and discharge hoses, fittings and flow regulation equipment as needed. Ensure that the pumps are clean, free of leaks and that the oil used as lubricant in the pump seal systems is food grade mineral oil. Install and operate pumps in a manner that will avoid impingement of small fish against the intake screens.
1. Pump intakes: Use one of the following methods of screening on all draft hoses:
 - a. Perforated Plate: Screen openings shall not exceed 3/32 or 0.0938 inches
 - b. Profile Bar Screen: The narrowest dimension in the screen openings shall not exceed 0.0689 inches in the narrowest direction.
 - c. Woven Wire Screen: Screen openings shall not exceed 3/32 or 0.0938 inches the narrow direction.
 - d. Check intakes frequently and clean as needed with wire brushing, flushing, or any other acceptable method.
 2. Sump Pumps: Supply pumps capable of dewatering the structure foundation and sediment retention pond. Ensure that pumps are clean and free of leaks. Remove sediment and turbidity in the Sump Pump discharge water prior to re-entering the stream.
 3. Sump Water Discharge: Discharge sump water as shown on the Drawings or as approved by the Engineer. Apply one or more methods to remove sediment from sediment-laden water prior to release into the stream. Apply additional methods as needed to eliminate increase in downstream turbidity. Use the following methods as needed:
 - a. Silt Bag Filtration: Discharge sump water into one or more silt bags. Silt bags are constructed of Mirafi 180N (or approved equal) with sewn seam strengths of 90% efficiency according to *ASTM D4632*. Construct bag to hold and filter sump water. Place silt bag(s) on level ground having layer of straw one foot thick minimum.
 - b. Settling Basin: Discharge sump water into settling basin as shown on Drawings.

3.03 TURBIDITY CRITERIA

The turbidity of the water in the stream channel downstream of the work shall meet all associated jurisdictional approvals and requirements of *WAC 173-201A-200*.

SECTION 1.03 SUBMITTALS.

In addition to the Contractor's monitoring, water quality may also be monitored by the Engineer's representative. When turbidity or other sediment control requirements are not met, the Contractor shall immediately cease operations that are causing turbidity and take corrective action. Before resuming operations, the Contractor shall improve the diversion to the satisfaction of the Engineer.

3.04 OPERATION OF DEWATERING SYSTEMS

- A. Operate dewatering systems in a manner that will avoid harm to aquatic organisms.
- B. Prior to any excavation below the hydrostatic groundwater level, the dewatering system shall be operated to lower the water levels as required. Then it shall be operated continuously, 24 hours per day, 7 days per week, until all facilities and structures affected by the dewatering have been satisfactorily constructed, including placement of fill materials to an elevation above the hydrostatic groundwater level.
- C. Wherever special dewatering is used, the dewatering system shall lower the groundwater level in the entire excavation at least 1 foot below bottom grade or the bottom of over-excavation of unsuitable material.
- D. Positive measures shall be taken to prevent flotation or uplift of partially completed structures until they are able to sufficiently resist water pressures.
- E. The pumping and dewatering operations shall be carried out in such a manner that no disturbance to the bearing soil or to soil supporting overlying and adjacent structures from this or any other work will result.
- D. Where existing wells are utilized for the Contractor's dewatering purposes, the Contractor shall take full responsibility for the protection, maintenance, and any required development of the wells during the construction period.
- E. The Contractor shall provide complete standby equipment and power sources available for immediate operation as may be required to adequately maintain the dewatering on a continuous basis in the event that all or any part of the dewatering system may become inadequate or fail.

3.05 REPAIR AND RESTORATION

When failure to provide adequate dewatering and drainage causes disturbance to the soils below bottom grade, slope instability, or damage to foundations or structures, the Contractor shall, at his own expense, provide all materials and labor to perform all work required for restoration of subgrade soils, slopes, foundations, or structures to the satisfaction of the Engineer.

3.06 REMOVAL

- A. An adequate weight of backfill material to prevent flotation of pipes or structures shall be in place before any dewatering systems are shut off.

DIVISION 2 - SITE WORK

- B. At the completion of the dewatering work, all units of the dewatering system installed by the Contractor shall be removed and the holes backfilled with clean sand or cement grout.

END OF SECTION 02140

**SECTION 02200
EARTHWORK**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section specifies general earthwork requirements.

1.02 JOB SITE CONDITIONS

- A. Earthwork operations shall not be performed if the weather conditions, in the opinion of the Engineer, are inappropriate. Work in muddy or frozen ground will not be allowed.
- B. The Contractor shall maintain proper drainage at all times.
- C. Stockpiles:
 - 1. All stockpile locations shall be approved by the Engineer and shall be located so as not to interfere with other work or disturb adjoining property owners.
 - 2. Stockpiles shall not exceed 10 feet in height.
- D. Contractor is responsible for repairing any damage to roads or addition of rock to access work site.
- E. Work area shall be maintained to prevent stormwater or sediment runoff into the river.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 02200

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

PART 1 - GENERAL**1.01 DESCRIPTION OF WORK**

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

1.02 RELATED SECTIONS

- A. Complete all topsoil stripping and clearing and grubbing in accordance with *SECTION 02100* prior to any excavation, embankment construction, or placement of excess earth.
- B. Keep excavations and trenches free from water during construction in accordance with *SECTION 02140*.
- C. Geotextiles are specified in *SECTION 02240*.
- D. Riprap is specified in *SECTION 02270*.
- E. Temporary sediment and erosion control measures shall be provided and maintained as specified in *SECTION 02270*.

1.03 REFERENCES

WSDOT – Standard Specifications for roads, bridges, and municipal construction (M41-10), latest edition.

1.04 SUBMITTALS

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

1.05 JOB SITE CONDITIONS

- A. Earthwork operations shall not be performed if the weather conditions, in the opinion of the Engineer, are inappropriate. Work in muddy or frozen ground will not be allowed.
- B. Maintain proper drainage at all times.
- C. Stockpiles:
 - 1. All stockpile locations shall be approved by the Engineer and shall be located so as not to interfere with other work or disturb adjoining property owners.
 - 2. Stockpiles shall not exceed 10 feet in height.
- D. Contractor shall maintain stormwater and erosion controls at all times.

1.06 SAFETY AND PROTECTION

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

PART 2 - PRODUCTS

2.01 EXCAVATION MATERIALS

- A. Common Excavation includes all material other than rock as described below required for the construction of this project. It includes, but is not restricted to earth, gravel, hardpan, cemented gravel, soft or disintegrated rock, and boulders or detached pieces of solid rock not exceeding 1 cubic yard in volume.
- B. Rock excavation consists of rock boulders greater than 1 cubic yard in volume and bedrock. Rock excavation shall be approved by the Engineer and will be considered a change in the work.
- C. For the purpose of this bid, all excavated material shall be assumed to meet the specifications for common borrow.

- D. Excavated materials may be used for fill and backfill applications required for construction of this project; provided the material meets the specifications for the intended use and has been properly protected from water conditions that would render it undesirable.

2.02 FILL MATERIALS

- A. Common Borrow: Common borrow shall be defined as fill required to raise existing grade or backfill excavations beyond 5 feet of a structure or as trench backfill above pipes or conduits. Common borrow shall be material from common excavation or from a borrow site which is free of deleterious materials. Deleterious material includes wood, organic waste, or any other objectionable material greater than three (3) percent by weight.
- B. Sand shall be clean and uniformly graded and meet the gradation of *WSDOT 9-03.1(2)B, Class 1*.
- C. Ballast Rock: Rock shall be hard, sound, and durable with at least one (1) face fractured. Rock shall be free of frozen material, debris, and organics, and meet the gradation of *WSDOT 9-03.9(1)*.
- D. Crushed Surfacing Base Course (CSBC) and Top Course (CSTC) shall be manufactured from ledge rock, talus or gravel, uniform in quality, substantially free of wood and other extraneous material, meeting the requirements of *WSDOT 9-03.9(3)*.
- E. Trench Backfill shall meet the requirements of *WSDOT 9-03.10* with 100% of material passing through a 2½ inch screen.
- F. Structural Fill shall meet the following requirements for Gravel Backfill:

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

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

PART 3 - EXECUTION**3.01 EXCAVATION**

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

3.02 ROCK REMOVAL

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

3.03 BACKFILL AND COMPACTION

- A. No backfill materials shall be placed until the foundation has been suitably dewatered and prepared as specified herein.
- B. When backfilling, extra care must be taken so that no damage will occur to foundations or related structures. Where backfill is to be placed against both sides of concrete walls, the backfill shall be brought up evenly on both sides of the wall.

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

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

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

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

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

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

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

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

- D. Compaction shall be accomplished with power-operated tampers, rollers, idlers, or vibratory equipment. Water jetting for compaction purposes will not be permitted.
- E. Any application of water or any working of fill material required to bring it within acceptable moisture content and density limits during compaction operations shall be done at the Contractor's expense.
- F. Backfill materials shall not be placed, spread, or compacted at an unsuitably high moisture content during adverse weather conditions. When work is interrupted by heavy rain, backfill operations shall not be resumed until field tests indicate the moisture content density of the backfill areas are within specified limits.

3.04 TRENCH EXCAVATION

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

3.05 PIPE BEDDING PLACEMENT

- A. After bottom of trench has been excavated to proper depth and grade and brought to a reasonably flat surface and dewatered, bedding material shall be placed as shown on the Drawings.

- B. Pipe bedding shall be placed in trench without causing any excavated material to slide into trench or any cave in of trench walls. Pipe bedding shall be placed and compacted into a 6 inch minimum depth and shall provide a continuous, uniform bedding for the full length of the pipe.
- C. Utility lines and flexible pipe, such as PVC, shall be backfilled to 6 inches above the top of pipe or line using bedding material only. Rigid pipe, such as steel, may be backfilled using gravel material as specified.
- D. Any pipe bedding material required due to unauthorized overexcavation or made unsuitable due to mixture with trench side material or excavated material shall be removed and replaced at the Contractor's expense.
- E. Fill placed between the invert of the pipe and centerline of the pipe shall be placed in 6 inch maximum loose lifts and compacted to 95 percent of maximum dry density as determined by *ASTM D1557*. Backfill from the pipe centerline to the top of the trench shall be placed in 12 inch maximum loose lifts and compacted to 90 percent of maximum dry density.

3.06 TRENCH BACKFILL.

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

3.07 ROAD AND PARKING FILL

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

3.08 FIELD QUALITY CONTROL

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

END OF SECTION 02220

**SECTION 02240
CONSTRUCTION GEOTEXTILE**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section specifies minimum requirements for construction geotextile.

1.02 REFERENCES

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

1.03 SUBMITTALS

The Contractor shall submit to the Engineer one copy of the following information regarding each geotextile proposed for use:

- A. Manufacturer's name and current address
- B. Full product name
- C. Geotextile structure, including fiber/yarn type
- D. Proposed geotextile uses(s)
- E. Manufacturer's Certificate of Compliance

PART 2 - PRODUCTS

2.01 GEOTEXTILE

- A. The material shall be a woven/nonwoven/geogrid/other geotextile consisting only of long-chain polymeric filaments or yarns formed into a stable network such that the filaments or yarns retain their position relative to each other during handling, placement, and design-service life.
- B. At least 95% by weight of the long-chain polymers shall be polyolefins or polyesters.
- C. The material shall be free from defects or tears, and free of any treatment or coating that might adversely alter its physical properties after installation.
- D. The fabric shall be inert to biological degradation and resistant to alkaline and acids found in soils. The base plastic shall contain stabilizers and inhibitors to make the fabric resistant to ultraviolet radiation.

- E. The geotextile shall conform to the properties as indicated in *WSDOT 9-33.2(1)* for each specified use.
 - 1. Underground drainage; Tables 1 & 2
 - 2. Separation or soil stabilization; Table 3

2.02 SEAMS

- A. Thread used shall be high-strength polypropylene, polyester, or polyimide thread resistant to ultraviolet radiation. Nylon thread will not be allowed.
- B. If geotextile seams are to be sewn in the field or at the factory, the seams shall consist of two (2) parallel rows of stitching. The 2 rows of stitching shall be 0.5 inch apart with a tolerance of plus or minus 0.25 inch and shall not cross, except for re-stitching. The stitching shall be a lock-type stitch.
- C. The minimum seam allowance, i.e. the minimum distance from the geotextile edge to the stitch line nearest to that edge, shall be 1.5 inches if a flat or prayer seam, *Type SSa-2*, is used. The minimum seam allowance for all other seam types shall be 1 inch.
- D. The seam, stitch type, and the equipment used to perform the stitching shall be as recommended by the manufacturer of the geotextile and as approved by the Engineer.
- E. The seams shall be sewn in such a manner that the seam can be inspected readily by the Engineer. Thread used to sew seams shall be of contrasting color to the geotextile itself.

PART 3 - EXECUTION

3.01 SHIPMENT AND STORAGE

During periods of shipment and storage, the geotextile shall be kept dry at all times and stored off the ground. Under no circumstances shall the material be exposed to sunlight or other form of ultraviolet rays for more than 5 calendar days.

3.02 INSTALLATION

- A. The filter fabric shall be placed as shown on the Drawings. The surface to receive the fabric shall be prepared to a smooth, uniform condition free of obstructions, protrusions, depressions, and debris.
- B. The geotextile shall be spread immediately ahead of the covering operation.
- C. Under no circumstances shall the geotextile be dragged through mud or over sharp objects that could damage the geotextile.
- D. The fabric shall not be laid in a stretched condition but laid loosely and smoothly without excessive wrinkles.

- E. In trenches, the geotextile shall either be overlapped a minimum of 1 foot at all longitudinal and transverse joints, or the geotextile joints shall be sewn. In those cases where the trench width is less than 1 foot, the minimum overlap shall be the trench width.
- F. In all other applications, the geotextile shall be overlapped a minimum of 2 feet at all longitudinal and transverse joints or the geotextile joints shall be sewn together.
- G. Pegs, pins, or the manufacturer's recommended method shall be used as needed to hold the geotextile in place until the specified cover material is placed.
- H. The minimum initial lift thickness over the geotextile shall be 12 inches.

3.03 PROTECTION

- A. Gravel fill shall not be dropped on the fabric from a height greater than 3 feet. End-dumping the cover material directly on the geotextile will not be permitted.
- B. Compaction of the first lift above the geotextile shall be limited to routing of placement and spreading equipment only. No vibratory compaction will be allowed on the first lift.
- C. The cover material shall be placed on the geotextile in such a manner that a minimum of 12 to 18 inches of material, depending on the survivability of the geotextile, will be between the equipment tires or tracks and the geotextile at all times.
- D. Construction vehicles shall be limited in size and weight such that rutting in the initial lift above the geotextile is not greater than 3 inches deep to prevent overstressing the geotextile. Turning of vehicles on the first lift above the geotextile will not be permitted.

3.04 REPAIR AND RESTORATION

Fabric damaged or displaced or the overlaps or sewn joints disturbed, as evidenced by visible geotextile damage, subgrade pumping, intrusion, roadbed distortion, or other means before or during installation or during placement of overlying gravel layers shall be removed, and the damaged area replaced or repaired to the Engineer's satisfaction at the Contractor's expense. The repair shall consist of a patch of the same type of geotextile placed over the damaged area. The patch shall overlap the existing geotextile a minimum of 2 feet from the edge of any part of the damaged area.

END OF SECTION 02240

**SECTION 02270
SLOPE PROTECTION AND EROSION CONTROL**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

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

1.02 REFERENCES

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

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

PART 2 - PRODUCTS

2.01 RIPRAP

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

2.02 RECLAIMED ARMOR STONE

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

2.03 SILT FENCE

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

2.04 POSTS

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

2.05 SUPPORT WIRE

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

2.06 STRAW WATTLES

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

PART 3 - EXECUTION

3.01 RIPRAP

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

3.02 TEMPORARY SILT FENCES

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

DIVISION 2 - SITE WORK

- D. Damaged and otherwise improperly functioning portions of silt fences shall be repaired or replaced to the Engineer's satisfaction at the Contractor's expense.
- E. Sediment deposits shall either be removed when the deposit reaches approximately half the height of the silt fence, or a second silt fence shall be installed as determined by the Engineer.
- F. At the completion of all earthwork, remove only those silt fences that are no longer necessary to control sediment. Review with Engineer prior to removing silt fences. Remove and properly dispose of all accumulated deposits, silt fence, and associated components.
- G. Attach support wire and filter fabric with staples or wire rings.

END OF SECTION 02270

**SECTION 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. Mix design must be currently approved on the WSDOT Qualified Products List (QPL).

1.05 SEQUENCING

Contractor shall notify Engineer at least 72 hours prior to work layout. During Engineer'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 Engineer, slope to drain as shown. Contractor is responsible for all layout subject to Engineer'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 Engineer. Include all costs in *Schedule I – Base Bid*.

PART 2 - PRODUCTS

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 Engineer 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

Contractor shall furnish nuclear density testing for subgrade and HMA compaction. Contractor shall furnish, for test and analysis, representative samples of materials used in work, including core samples, if requested by the Engineer. All sampling and testing shall be in accordance with latest revisions of the *American Association of State Highway and Transportation Officials (AASHTO)* or *American Society for Testing and Materials (ASTM)* standard procedures for sampling and testing materials being used in project.

2.08 STRIPING PAINT

All striping paint shall meet *WSDOT 9-34.2* for solvent based paint and be on the current *WSDOT QPL* for Paint Pavement Marking or Engineer approved equal.

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 Engineer 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 Engineer. Once suitable bearing is reached (as determined by Engineer), 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 Engineer.

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 Engineer'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 Engineer. 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 Engineer. 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 Engineer 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 Engineer.

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 Engineer or local governmental authorities. Include all costs in the Base Bid.

END OF SECTION 02510

**SECTION 02575
PAVEMENT REPAIR**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The scope of work for this project includes but is not necessarily limited to site preparation and repair of asphalt pavement.

1.02 RELATED SECTIONS

Not Used.

1.03 REFERENCES

Not Used.

1.04 SEQUENCING

- A. Contractor shall notify Engineer at least 72 hours prior to work layout. During the Engineer's inspection of the site, arrangements will be made for the beginning of the paving repair.
- B. Contractor shall maintain all survey benchmarks, monuments, and other reference points. If disturbed or destroyed, Contractor shall replace without cost to the State. Contractor shall protect existing objects designated to remain.

1.05 TRAFFIC CONTROL

Contractor shall be responsible for establishing and maintaining traffic control (signs, flag person, etc.) as required by the Engineer or local governmental authorities. All costs shall be included in the Base Bid.

PART 2 - PRODUCTS

2.01 CRUSHED SURFACING BASE COURSE (CSBC) AND CRUSHED SURFACING TOP COURSE (CSTC)

- A. CSBC and CSTC shall be as specified in *SECTION 02220*.
- B. The fracture requirement shall be at least 1.0 fractured face and will apply to material retained on each sieve size U.S. No. 10 and above if that size sieve size retains more than 5 percent of the total sample.

2.02 ASPHALTIC CONCRETE PAVEMENT (ACP)

Asphaltic concrete pavement aggregate shall meet the requirements of *WSDOT 9.03.8*. ACP shall be *Class "B"* mixture, plant mixed.

2.03 PAVING ASPHALT

Paving asphalt shall meet the specification requirements listed by *WSDOT*.

2.04 ASPHALT SEALER

- A. The asphalt sealer shall meet the requirements of *WSDOT 9.02 for Cationic Emulsified Asphalt CSS-1h* and *9.03.8(64) for Aggregate*.
- B. Water used for mixing and for surface dampening shall be clear, fresh, and potable.

2.05 TACK COAT

A tack coat shall be applied between any existing asphalt pavement and new asphalt pavement. The tack coat 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(2) – Hot Poured Joint Sealants*, except no bond test is required. A sand-slurry mixture shall be placed on any exposed portion of the joint sealer.

2.07 SAMPLING AND TESTING

Contractor shall furnish for test and analysis representative samples of materials used in the work if requested by the Engineer. All sampling and testing shall be in accordance with the latest revisions of the *American Association of State Highway and Transportation Officials (AASHTO)* or the *American Society for Testing and Materials (ASTM)* standard procedures for sampling and testing materials being used.

PART 3 – EXECUTION

3.01 EQUIPMENT

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

3.02 ASPHALT PATCHING

- A. Contractor shall remove existing asphalt pavement as indicated on the Drawings or as directed by the Engineer. Pavement shall be saw-cut to provide a neat, vertical edge with no cracking or spalling of the existing pavement to remain. Other methods of asphalt removal shall be approved by the Engineer.
- B. Contractor shall overexcavate and remove any subgrade material deemed unsuitable by the Engineer. Once suitable bearing is reached (as determined by the Engineer), the Contractor shall proceed in placing additional CSBC and compacting in 6 inch lifts until final subgrade elevation is reached.

- C. Contractor shall install and compact CSTC 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*.
- D. Vibratory compactors and/or rollers shall be adequate in design and number to provide required compaction. Contractor shall apply a mist spray of water during the 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.
- E. Contractor shall install the tack coat uniformly to all exposed edges of the existing asphalt.
- F. Contractor shall apply paving asphalt in a single course and achieve a uniform 2 inch compacted thickness in accordance with the applicable provisions of *WSDOT 5.04.3(9)*.
- G. Contractor shall not place asphalt when ground temperature is below 50°F or on a wet surface without Engineer's permission. Contractor shall place asphalt in accordance with applicable requirements of *WSDOT 5.04.3(16)*. Care shall be taken to ensure that no bituminous materials enter any surface water body during placing.
- H. 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 Engineer. All costs for correcting deficiencies shall be paid by the Contractor.
- I. Joint sealer shall then be applied to the joint between the existing asphalt pavement and the asphalt patch. An application of clean sand shall immediately follow the application of the joint sealer.

3.03 CRACK SEALING

All cracks shall be cleaned with a stiff-bristled broom and compressed air. Contractor shall remove all plant vegetation, dirt, and debris located in the cracks. All cracks shall be completely dry before being filled with the rubberized asphalt per *PARAGRAPH 2.06*. Filling shall be controlled to confine the material within the crack. After sealing, the crack shall be broomed or squeegeed flush with existing pavement surface and topped with sand.

3.04 ASPHALT SEALING

- A. All pavement surfaces shall be thoroughly cleaned before application of seal coat. Pavement surfaces that have been softened, cut back, or have failed from other causes shall be removed and replaced per *PARAGRAPH 3.02* before application of emulsion seal coat.
- B. After completion of surface preparation and immediately before application of any coal tar pitch emulsion, pavement surface shall be fog-spray dampened with clean water as directed by the Engineer. Emulsified asphalt *CSS-1* slurry shall then be uniformly applied over prepared surface at a rate of 0.05 to 0.10 gallon per square yard. Before the next coat is applied, this application shall be allowed to cure sufficiently so material will not adhere to or be picked up by vehicle tires, but in no case shall it be less than 4 hours.

Following the cure of the first coat, a second application of the emulsified asphalt at a rate of 0.05 to 0.10 gallon per square yard shall be made, as ordered by the Engineer. After completion of the second application, all traffic shall be excluded from the area covered for 24-hours or longer if directed by the Engineer. Each coat shall be applied so the coverage is uniform to a desired finished coating of one (1) millimeter thick, and any pinholes or unsealed areas shall be repaired prior to each subsequent operation.

- C. Asphalt emulsion slurry seal coats shall be constructed in dry weather, and only when the ambient temperature is 50°F or above.

3.05 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 the Engineer at no additional cost to the State.

3.06 CLEANING

- A. Contractor is responsible for leaving construction area in a clean condition, free of excess construction material and litter. 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 Engineer.

END OF SECTION 02575

**SECTION 02930
LAWNS AND GRASSES**

PART 1 - GENERAL**1.01 DESCRIPTION OF WORK**

This section specifies seed, fertilizer, and mulch to restore areas disturbed by excavations and construction equipment.

1.02 SEQUENCING

Seeding shall take place after ground disturbing activities have been completed. Notify Engineer at least 72 hours prior for seeding.

PART 2 - PRODUCTS**2.01 SEED**

Seed shall meet the following requirements:

TABLE 02930 - 2.01			
Kind/Variety Seed in Mixture	Percent by Weight	Percent Pure Seed	Minimum Percent Germination
Chewing Fescue	40	39.20 Minimum	90
Colonial Bentgrass var. Astoria	10	9.80 Minimum	85
Perennial Rye	40	39.20 Minimum	90
White Clover Pre-Inoculated	10	9.80 Minimum	90
Inert and Other Crops		1.0 Maximum	
Noxious Weed			None
"Ladino"	Not Acceptable		

2.02 FERTILIZER

Fertilizer shall consist of a commercial fertilizer with the following formulation:

- A. Nitrogen (inorganic as Ureaform) - 12.8 percent
- B. Phosphoric Acid (P205) - 18.0 percent
- C. Potash (K20) - 18.0 percent

2.03 MULCH

Mulch shall consist of a straw mulch or wood cellulose fiber.

PART 3 - EXECUTION

3.01 PREPERATION

Ensure backfilled excavations have been compacted to match surrounding terrain and scarify disturbed areas to a minimum 2 inch depth.

3.02 SEEDING, FERTILIZING, AND MULCHING

- A. Seeding may be done by hand mechanical spreader.
- B. Seed shall be applied at a rate of 0.3 pounds per 100 square feet.
- C. Mulch shall be applied at a rate of 4.6 pounds per 100 square feet

3.03 WATERING

Contractor shall be responsible for watering of seeded areas until final project completion.

END OF SECTION 02930

**SECTION 06000
GENERAL WOOD & PLASTICS PROVISIONS**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section specifies general requirements for all sections of *DIVISION 6 - WOOD & PLASTICS*.

1.02 RELATED WORK

Provisions of the *GENERAL CONDITIONS*, *SUPPLEMENTAL CONDITIONS*, and *DIVISION 1* of the Contract are by this reference a part of this division and shall govern work under this division where applicable.

1.03 REFERENCES

References listed in *DIVISION 6* are from the following organizations:

- | | | |
|----|------------------|---|
| A. | <i>IBC</i> | <i>International Building Code, latest approved edition</i> |
| B. | <i>AF&PA</i> | <i>American Forest & Paper Association, American Wood Council, National Design Specifications for Wood Construction</i> |
| C. | <i>AITC</i> | <i>American Institute Of Timber Construction, Timber Construction Manual, latest edition</i> |
| D. | <i>AASHTO</i> | <i>American Association of State Highway and Transportation Officials</i> |
| E. | <i>ANSI</i> | <i>American National Standards Institute</i> |
| F. | <i>ASTM</i> | <i>American Society of Testing and Materials</i> |
| G. | <i>AWS</i> | <i>American Welding Society (Standard Specifications For Welding Highway Bridges as Amended)</i> |
| H. | <i>RCW</i> | <i>Revised Code of Washington</i> |
| I. | <i>NER</i> | <i>National Evaluation Service Committee</i> |
| J. | <i>DOC</i> | <i>US Department of Commerce [National Institute of Standards and Technology (NIST)]</i> |

1.04 SUBMITTALS

Submit shop drawings for wood and plastic items in all sections of *DIVISION 6* in accordance with the *GENERAL CONDITIONS*, unless modified by a section of *DIVISION 6*.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. All materials shall be stored and handled in a manner that will ensure that the material is undamaged. Any damaged materials shall be repaired or replaced by the Contractor as directed by the Engineer, at no additional expense to the State.
- B. All materials shall be stored off the ground to ensure proper drainage, ventilation, and weather protection. Materials shall not be delivered to the site until approximate time of use. Finish lumber shall not be delivered until material can be stored inside the heated space.

1.06 QUALITY AND IDENTIFICATION

- A. All lumber, wood structural panels, particle board, structural glued-laminated timber, end jointed lumber, piles, and poles shall conform to applicable standards and grading rules specified in the *IBC, latest approved edition*, and shall be so identified by the grade mark or certificate of inspection issued by an approved agency.
- B. All preservative treated wood required to be treated shall be identified by the quality mark of an inspection agency that has been accredited by an accreditation body that complies with the American Lumber Standard Committee Treated Wood Program.

1.07 ENVIRONMENTAL REQUIREMENTS

- A. The use of creosote as a preservative shall not be allowed.
- B. Follow manufacturer's recommendations and instructions for the care, use, storage, and handling of wood preservative products.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 06000

**SECTION 06100
ROUGH CARPENTRY**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Lumber
- B. Wood Structural Panels
- C. Wood Decking
- D. Timber Trusses
- E. Wood Treatment
- F. Prefabricated Structural Timber
- G. Hardware, Fasteners, Accessories, and Anchors
- H. Stop Logs
- I. Fiberglass Products

PART 2 - PRODUCTS

2.01 MATERIALS

A. Lumber:

1. The moisture content of all lumber shall be 19 percent or less at the time of manufacture.
2. Unless specifically shown on the Drawings or specified elsewhere, the minimum standards for lumber shall be:

TABLE 06100 - 2.01A		
ITEM	SPECIES	GRADE
Framing	Doug-Fir	#2 and Better
Structural Members (Beams, Posts)	Doug-Fir	#1 and Better
Blocking and Backing	Hem-Fir	#2 and Better
Sills	Hem-Fir	#2 and Better, Pressure Treated
Decking	Hem-Fir	#2 and Better
Exterior Trim & Fascia	Doug-Fir	#1 and Better
Stop Logs	Doug-Fir	#2 and Better, Pressure Treated
Post for Pole-Type Construction	Hem-Fir	#1 and Better

DIVISION 6 - WOOD & PLASTICS

- B. Wood Structural Panels: Wood structural panels, unless noted otherwise on the Drawings, shall be plywood and meet the requirements of *DOC VPS PSI-95*, Construction and Industrial Plywood. There specified or as shown on the Drawings, all other wood based structural use panels shall meet the requirements of *DOC VPS PS2-04*.
- C. Wood Decking: See Drawings.
- D. Timber Roof Trusses (Metal Plate Connected):
1. Pre-manufactured, pre-engineered timber roof trusses shall be designed and manufactured in accordance with the more stringent of the *IBC, latest approved edition*, as modified by local codes and the *American National Standard "National Design Standard for Metal Plate Connected Wood Truss Construction," ANSI/TPI 1*.
 2. Provide truss design drawings for all truss types, including gable end trusses with summary calculations, including information required per IBC 2303.4.1, prepared by a professional engineer, licensed under *Title 18 RCW*, State of Washington, carrying the professional engineer's signature and seal. Truss design shall be based on the Contract Drawings, incorporating all pertinent features such as knee braces, mechanical equipment, and any exterior or interior auxiliary loads. Required permanent truss member bracing locations shall be included on the truss design drawing.
 3. Provide a truss placement plan delineating the location for each truss type and permanent bracing member type, size, and location.
- E. Wood Treatment:
1. All preservatively treated wood required to be treated shall be identified by the quality mark of an inspection agency that has been accredited by an accreditation body that complies with the American Lumber Standard Committee Treated Wood Program.
 2. Unless noted on the Drawings or specified elsewhere in these Specifications, for the use indicated and type of preservative, the retention shall be at a minimum as follows:

TABLE 06100 – 2.01E			
	ACQ (PCF)	CBA-A (PCF)	CA-B (PCF)
Above Ground – not in contact with soil	.25	.20	.10
Ground Contact – contact with soil	.40	.41	.21
<i>For actual retention levels greater than those listed for ground contact, use stainless steel fasteners and connectors.</i>			
ACQ= Alkaline Copper Quat CBA-A, CA-B= Copper Azole			

F. Prefabricated Structural Timber:

1. Glued Laminated Components: Not Used.
2. Plywood Web Joists: Not Used.

2.02 HARDWARE, FASTENERS, ACCESSORIES, AND ANCHORS

- A. Unless noted otherwise on the Drawings or specified elsewhere, all fasteners, connectors, and miscellaneous hardware shall be hot-dipped, zinc coated galvanized.
- B. Staples will not be allowed unless approved by the Engineer.

PART 3 - EXECUTION

3.01 GENERAL

A. Installation:

1. Materials shall be installed as shown on the Drawings, as shown on the approved shop drawings, or as required by the *IBC, latest approved edition*, or as required by local authority and/or as directed by the Engineer. In the case of conflicts, the more stringent requirements shall be met.
2. Preparation, fabrication, and installation of wood members and their fastenings shall conform to accepted engineering practices and to the requirements of the *IBC, latest approved edition*, and state or local jurisdiction codes. All members shall be framed, anchored, tied, and braced to develop the strength and rigidity necessary for the purposes for which they are used.

B. Fasteners:

1. Unless noted on the Drawings or specified elsewhere in these Specifications, the number and size of nails connecting wood members shall not be less than that set forth in the *IBC, latest edition, Table 2304.9.1 "Fastening Schedule," and Table 2306.3.1 "Recommended Shear (Pounds Per Foot) For Wood Structural Panel Diaphragms With Framing of Douglas Fir-Larch, or Southern Pine For Wind or Seismic Loading."*
2. Unless noted on the Drawings or specified elsewhere in these Specifications, all pneumatically or mechanically driven nails connecting wood members shall not be less than that set forth in *NER-272, latest edition*.

END OF SECTION 06100

**SECTION 09000
GENERAL FINISHES PROVISIONS**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section specifies general requirements for all sections of *DIVISION 9 - FINISHES*.

1.02 RELATED WORK

Provisions of the *GENERAL CONDITIONS*, *SUPPLEMENTAL CONDITIONS*, and *DIVISION 1* of the Contract are by this reference a part of this division and shall govern work under this division where applicable.

1.03 REFERENCES

References listed in *DIVISION 9* are from the following organizations' latest editions of their publications and reference standards:

- A. *ANSI* *American National Standards Institute*
- B. *ASTM* *American Society of Technical Materials*
- C. *AWWA* *American Waterworks Association*
- D. *FS* *Federal Specification*
- E. *GA* *Gypsum Association*
- F. *NSF* *National Sanitation Foundation*
- G. *SSPC* *Steel Structures Painting Council*
- H. *TCA* *Tile Council of America*
- I. *IBC* *International Building Code*

1.04 QUALITY ASSURANCE

- A. All installation shall be according to the manufacturer's written instructions.
- B. Protect adjoining surfaces before work begins.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect all materials from exposure to moisture, sunlight, and other excessive weather conditions.
- B. Deliver in unopened packages.

- C. Store flat on edge or rolled as recommended by the manufacturer.

PART 2 - PRODUCTS

See other sections of *DIVISION 9*.

PART 3 - EXECUTION

See other sections of *DIVISION 9*.

END OF SECTION 09000

**SECTION 09900
PAINTING****PART 1 - GENERAL****1.01 DESCRIPTION OF WORK**

- A. Work under this section includes painting work as shown on the Drawings and schedules and as follows:
1. Painting and finishing of interior and exterior exposed items and surfaces designated in *Table 09900 - 3.07*, except as otherwise specified or as shown on Drawings.
 2. Painting of exposed bare and covered pipes and ducts, hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under the mechanical and electrical work, except as otherwise indicated. All metal and piping that emerges from the ground shall be prepared and finished to 1 foot below grade. Work in this Section should be coordinated with installers for color coding.
 3. Painting of mechanical grilles, registers, louvers (except aluminum), and panel covers and frames for electrical work and systems.
 4. Painting roof and exterior wall-mounted equipment excluding aluminum and factory-finished items.
 5. "Paint" as used herein means all coating systems, materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coats.
 6. Painting all exposed surfaces whether or not colors are designated in schedules, except where the natural finish of the material is specifically noted as a surface not to be painted.
 7. Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas. If finish is not designated, the Engineer will select the materials or system.
 8. Steel shall be hot-dip galvanized unless otherwise noted.
- B. The following categories of work are not included as part of the field-applied finish work, or are included in other sections of these Specifications:
1. Shop Priming: Unless otherwise specified, surface preparation and shop priming of ferrous metal items is included under the various sections for the work.
 2. Mechanical and Electrical Work: Not Used.

3. Prefinished Items: Unless otherwise indicated, do not include painting when factory finishing or installer finishing is specified for such items as (but not limited to) exterior concrete, metal toilet enclosures, acoustic materials, factory-finished casework, finished mechanical and electrical equipment including light fixtures, main switchgear, and distribution cabinets.
4. PVC Pipe shall not be painted.
5. Finished Metal Surfaces: Metal surfaces of anodized aluminum, factory-painted aluminum, stainless steel, chromium plate, copper, bronze, and similar finished materials will not require finish painting, unless otherwise indicated.
6. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor, and fan shafts will not require finish painting unless otherwise indicated.
7. Unfinished Areas: Do not paint floors, walls, or ceilings of rooms or spaces scheduled as unfinished.
8. Do not paint exterior exposed concrete unless noted otherwise.
9. Do not paint exterior exposed masonry unless noted otherwise.

1.02 QUALITY ASSURANCE

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

1.03 PROJECT CONDITIONS

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

1.04 EXTRA STOCK

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

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

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

2.02 MATERIALS AND SYSTEMS

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

PART 3 - EXECUTION

3.01 EXAMINATION

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

3.02 PROTECTION

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

3.03 PREPARATION OF SURFACES

- A. Surfaces shall be prepared in strict accordance with the paint manufacturer's recommendations and these Specifications.
- B. General:
 - 1. Remove mildew by scrubbing with solution of trisodium phosphate and bleach. Rinse with clean water and allow surface to dry completely.
 - 2. Unpainted work (especially plywood) that has been allowed to water stain or weather, shall be sanded to a fresh surface before priming.
- C. Concrete/Masonry:
 - 1. Remove contamination, acid etch, and rinse new concrete floors with clear water. Ensure required acid-alkali balance is achieved. Allow to dry thoroughly.
 - 2. Remove dirt, loose mortar, scale, powder, and other foreign matter from concrete and concrete-block surfaces that are to be painted or to receive a clear seal. Remove oil and grease with a solution of trisodium phosphate, rinse well, and allow to thoroughly dry.
 - 3. Remove stains from concrete and concrete-block surfaces caused by weathering of corroding metals with a solution of sodium metasilicate after being thoroughly wetted with water. Allow to dry thoroughly per manufacturer's recommendations.
- D. Metals:
 - 1. Galvanized Surfaces: Unless otherwise specified, all elements shall be hot-dip galvanized conforming to the applicable requirements of *ASTM A123*, *A153*, *A385*, and *A525*. Provide minimum of 2.3 ounces per square foot galvanizing on all surfaces.
 - 2. Remove grease, rust, scale, dirt, and dust from steel surfaces. Where heavy coatings of scale are evident, remove by wire brushing, sandblasting or any other necessary method. Ensure steel surfaces are satisfactory before paint finishing. Provide *SSPC-SP* surface where specified.

3. Clean unprimed steel surfaces by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime surfaces to indicate defects, if any. Paint after defects have been remedied.
 4. Sand and scrape shop-primed steel surfaces to remove loose primer and rust. Feather out edges to make touchup patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces.
 5. Remove surface contamination and oils from galvanized surfaces to receive paint and wash with solvent. Apply coat of etching type primer.
 6. Remove surface contamination from aluminum surfaces requiring a paint finish by steam, high-pressure water, or solvent washing. Apply etching primer or acid etch. Apply paint immediately if acid etching.
- F. Wood: Wipe off dust and grit from miscellaneous wood items and millwork prior to priming. Spot coat knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried and sand between coats. Back prime interior and exterior woodwork.

3.04 APPLICATION

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

3.05 MECHANICAL AND ELECTRICAL EQUIPMENT

Not Used.

3.06 CLEANING

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

3.07 PAINT SCHEDULE

Paint for surfaces shall follow *Table 09900-3.07*.

TABLE 09900 – 3.07 PAINT SCHEDULE						
		Coats/Paint				
Surface	Paint Type	# Coats, Primer	# Coats, Finish	Gloss	Preparation	Notes
Galvanized metal, hot dip touchup	Zinc Polystyrene	N/A	1/Zinc Clad 5	N/A	Wire brush, no rust	B
Galvanized metal, painted	MC-Urethane	MC-Prep Bond	1/MC-Luster	Low	SSPC-SP1	C
Metal, ferrous (non shop-primed)	MC-Urethane	1/MC-Zinc 1/MC-Ferrox B	1/MC-Luster	Low	SSPC-SP6	Where noted in Drawings
Metal, ferrous (shop-primed)	MC-Urethane	1/MC-Ferrox B	2/MC-Luster	Low	SSPC-SP6	
Pipe and fittings, steel, exposed	MC-Urethane	1/MC-Zinc	2/MC-Luster	Low	Clean, dry	

NOTES

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

Other paints are Sherwin Williams designations

END OF SECTION 09900

**SECTION 10426
SIGNS**

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work of this section shall include all labor, materials, and equipment required to complete the sign work as shown on the Drawings and as specified herein.

1.02 REFERENCES

Not Used.

1.03 SUBMITTALS

Not Used.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Disabled Reserved Parking Sign shall be a sign centered at the head of the designated handicapped parking space, with the International Symbol of Access and the phrase "State Disabled Parking Permit Required." Sign dimensions shall be 12 inches wide by 18 inches high and comply with WSDOT sign R7-801.
- B. No Parking Do Not Block Access Aisle Sign shall be red lettering on white background. Sign dimensions shall be 12 inches wide by 18 inches high.

PART 3 - EXECUTION

3.01 INSTALLATION

Exact sign locations shall be approved by the Engineer before installation of any signage.

- A. Disabled Reserved Parking Sign: Sign shall be mounted via drilled galvanized fasteners to a Schedule 40 - 2 inch steel pipe post or galvanized 2 inch square tube post. Bottom of sign shall be mounted to post not less than 7 feet from ground surface. Post shall be set into concrete footing as shown and depicted in project Drawings.
- B. No Parking Do Not Block Access Aisle Sign: Sign shall be mounted via drilled galvanized fasteners to a Schedule 40 - 2 inch steel pipe or galvanized 2 inch square tube. Bottom of sign shall be mounted to post not less than 7 feet from ground surface. Post shall be set into concrete footing as shown and depicted in project Drawings.

END OF SECTION 10426