



Washington
Department of
**FISH and
WILDLIFE**

EELLS SPRINGS HATCHERY REDEVELOPMENT DISTRIBUTION BOX AND OFFICE/STORAGE BUILDING

**DIRECTOR:
KELLY SUSEWIND**

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

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



**DATE:
MAY 2020**

**PROJECT NO.
MN:H107:2020-1**

**PROJECT MANAGER:
ERIC NICOLAI, P.E.**

1000

**EELLS SPRINGS HATCHERY REDEVELOPMENT - DISTRIBUTION BOX AND
OFFICE/STORAGE BUILDING
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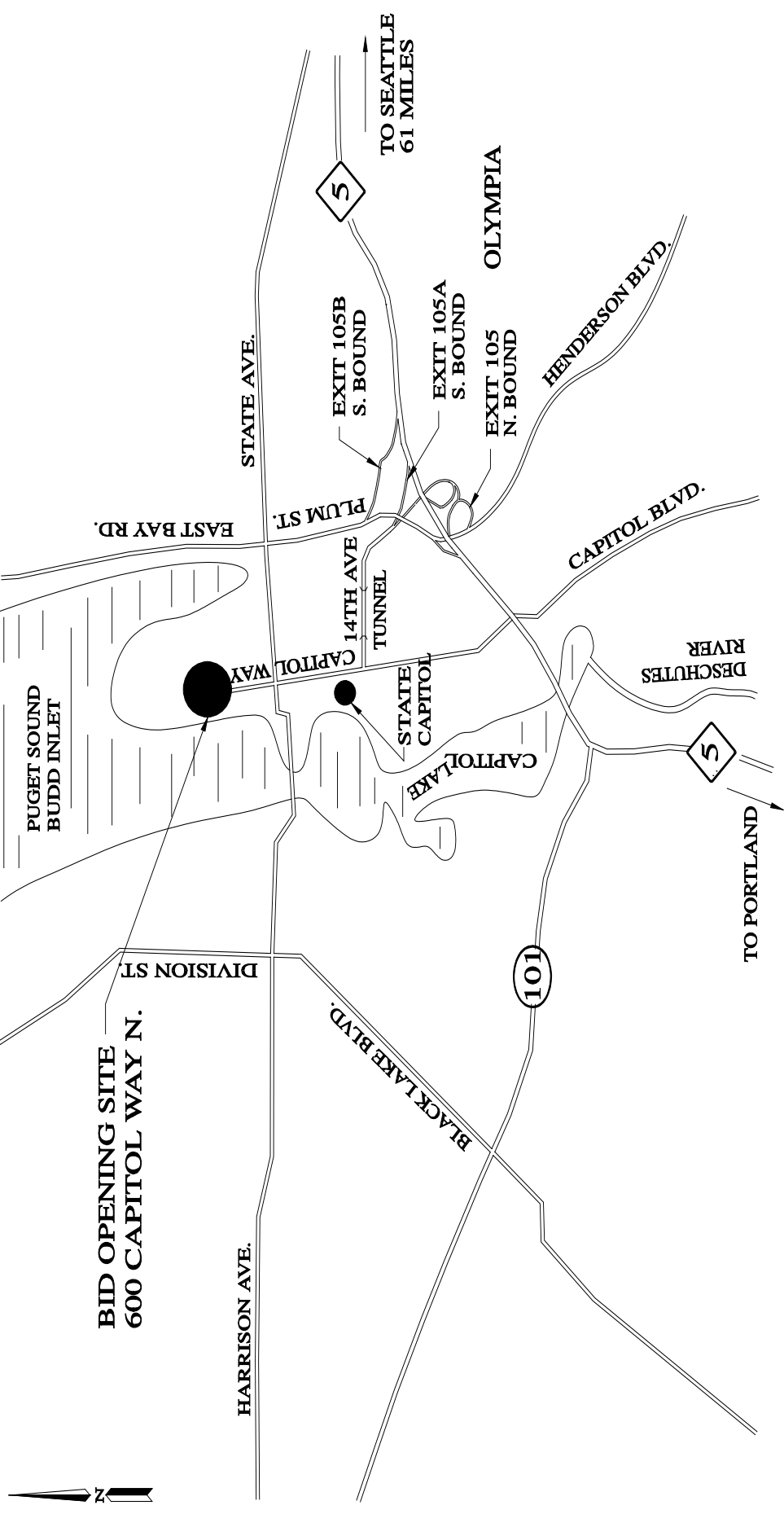
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BID OPENING SITE
600 CAPITOL WAY N.

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

STATE OF WASHINGTON
DEPARTMENT OF FISH AND WILDLIFE

DATE DRAWN: 04-10-95 **SCALE: N.T.S.**

DIVISION 0 – BID AND CONTRACT DOCUMENTS

**SECTION 00030
NOTICE TO CONTRACTORS**

Sealed bids for the following Public Works Project will be received until 2:00 p.m. on August 26, 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:
Eells Springs Hatchery Redevelopment – Distribution Box And
Office/Storage Building

NUMBER:
MN:H107:2020-1

Provide all labor, material, and equipment to construct a new water distribution box and a new office/storage building, and to demolish the existing apartment/warehouse building and restroom facility. This project includes installation of new water supply piping associated with the new distribution box and upgrading the existing fire suppression system. Construction of this project will be performed in phases to accommodate hatchery operations and the hatchery's water needs. All work is located at the Department's Eells Springs Hatchery, located at 7570 W Eells Hill Road, Shelton, Washington 98584 in Mason County.

Engineer's Estimate: \$1,776,000

A **RECOMMENDED** pre-bid walkthrough is scheduled for 2 hours only at 10:00 a.m. on August 12, 2020 at the Department's Eells Springs Hatchery, located at 7570 W Eells Hill Road, Shelton, Washington 98584 in Mason 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

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. This project requires 15 percent Apprenticeship Participation. The Contractor shall abide by the provisions of *SECTION 00705.24*.
- 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
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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;

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- 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.

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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 August 20, 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

**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: Eells Springs Hatchery Redevelopment
Distribution Box And Office/Storage
Building
Project No.: MN:H107:2020-1
Bid Opening: 2:00 p.m. August 26, 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	
<p>Bid Item 1: Group B Water System Installation</p> <p>Provide all labor, material, equipment, and miscellaneous items necessary and incidental to install a Group B water system near the Spring 2 intake. The Group B water system shall include a submersible pump, pumphouse, four 119-gallon bladder tanks, electrical conduit, 2-inch diameter HDPE domestic water supply line, and the cutting/capping of existing unused water lines. The Owner will provide two brand-new 119-gallon bladder tanks (Pentair WM-Series), which are available on site. The Contractor is responsible for providing the other two 119-gallon bladder tanks. This bid item includes the fixed costs of the well drilling activities; however, it excludes the unit rate costs to drill well and install 6-inch diameter casing (see Bid Item 7).</p> <p>The domestic water supply shall be reconnected to the three residences, office, and hatchery building upon completion of the Group B water system. The Group B water system shall be approved and permitted by the Mason County Public Health Department.</p> <p>Water samples collected from the existing domestic well were tested in April 2020 and met all primary and secondary water quality standards without treatment. It is assumed the new Group B water system shall meet these water quality standards without treatment. If treatment is required, a change order will be issued for installation of an appropriate water treatment system to be compliant with WAC 246-291.</p> <p>This bid item also includes electrical and civil work as described in the Specifications and as shown on the Drawings.</p>	\$

<p>Bid Item 2: Distribution Box and Yard Piping</p> <p>Provide all labor, material, equipment, and miscellaneous items necessary and incidental to construct the following:</p> <ol style="list-style-type: none"> 1. Distribution box; 2. 12 inch supply pipes from Springs 1, 2, and 3; 3. 36 inch supply pipe from Spring 4 from distribution box to closest intersection point; 4. Flow meters and flow meter access vaults for each supply pipe from Springs 1, 2, and 3; 5. 8 inch distribution pipe from the box to the hatchery; 6. 24 inch overflow drainpipe (to be connected to the existing 36 inch pipe to Rearing Pond 2); 7. 24 inch distribution pipe to Rearing Pond 2 (to be capped for future use); 8. 24 inch hatchery drainpipe (to be capped for future use); 9. 24 inch distribution piping to the upper brood and round ponds; 10. 24 inch distribution piping to the lower brood and round ponds (to be capped for future use); and 11. Truck fill pump station with bollard protection. <p>This bid item includes installation of 3 aluminum packed columns fabricated and delivered by the Owner no later than January 28, 2021.</p> <p>This bid item also includes all electrical, alarms, and mechanical work, groundwater management, temporary erosion and sediment control, described in the Specifications and as shown on the Drawings.</p>	<p>\$</p>
<p>Bid Item 3: Existing Apartment/Warehouse Building and Restroom Facility Demolition</p> <p>Provide all labor, material, equipment, and miscellaneous items necessary and incidental to demolish and dispose of the existing apartment/warehouse building and restroom facility. Demolition shall be in accordance with Mason County and the Olympic Region Clean Air Agency (OCRAA) permit and include proper disposal of possible lead-based paint and asbestos.</p>	<p>\$</p>

<p>Bid Item 4: Office/Storage Building Construction</p> <p>Provide all labor, material, equipment, and miscellaneous items necessary and incidental to construct the pre-engineered metal office/storage building.</p> <p>This bid item includes the office/storage building foundation and structure design, building construction, including all interior framing, all flooring, all finishes, all associated electrical and piping work, stormwater facilities, domestic water line connection to new Group B water system, sewer line connection to existing septic system, electrical, alarms, and telephone utilities, described in the Specifications and as shown in the Drawings.</p> <p>The Contractor shall be responsible for all temporary erosion and sediment control required, site grading, groundwater management, gravel compaction, and foundation draining associated with the required pour-in place, reinforced concrete slab/wall foundation, as well as concrete approach slab, and side-entrance slabs.</p> <p>The Contractor shall acquire and install a pre-engineered metal building with pre-finished monitor style metal roof with cupolas and exterior siding, gutters and downspouts, snow breaks, fully insulated and sheathed interior, all roll-up and man-doors with locks, windows with screens, all electrical fixtures, and ventilation. Work shall include all clean-up, accessory trim items, and accommodation of active hatchery production activities.</p>	<p>\$</p>
<p>Bid Item 5: Fire Suppression System Modification</p> <p>Provide all labor, material, equipment, and miscellaneous items necessary and incidental to modify the existing fire suppression system to satisfy Mason County requirements.</p> <p>This bid item includes the removal of two existing fire hydrants across the property, relocation of one fire hydrant near Residence #1, and continued operation of one fire hydrant near the Pollution Abatement (PA) Pond. The existing 6 inch fire water line shall be removed and replaced with new 6 inch fire water pipe connected to the two operating fire hydrants.</p> <p>This bid item includes a 6 inch fire supply standpipe located within the Spring 4 supply water chamber of the new distribution box.</p>	<p>\$</p>

<p>Bid Item 6: Spring 3 Supply Pipe Rehabilitation</p> <p>Provide all labor, material, equipment, and miscellaneous items necessary and incidental to excavate pits to access the 12 inch diameter steel pipe for Spring 3; cut, remove, and dispose of steel pipe segments; clean and video inspect pipeline; install trenchless liner system and termination fittings; restore watertight connections to up and downstream pipe ends; backfill access pits and restore site to pre-project conditions as shown and described in the Specifications and Drawings.</p> <p>The pipe lining shall extend approximately 540 feet from the Spring 3 intake to the new 12 inch HDPE piping to be installed near the distribution box. Access pits shall be carefully excavated to expose the pipeline.</p> <p>One access pit shall be located in the county road where the existing pipe bends away from the road and extends uphill towards the intake structure. The second access pit shall be located near the distribution box where the trenching ends for the new 12 inch HDPE pipe for the Spring 3 supply.</p>	\$
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Unit Price Items					
Item	Description	Estimated Quantity	Unit	Unit Price Dollars/Cents	Total Price Dollars/Cents
7.	Drill well and install 6-inch diameter casing for new Group B water system. All other components of the Group B water system and fixed drilling costs shall be included in Bid Item 1.	100	ft	\$	\$
8.	Decommission the existing domestic water well.	50	ft	\$	\$

Base Bid (Sum of bid items 1 thru 8)	\$
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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	\$
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CONTRACT COMPLETION TIME

Substantial Completion shall be achieved by September 9, 2021.

Final Completion shall be achieved by September 22, 2021.

LIQUIDATED DAMAGES

The undersigned agrees to pay the Owner as liquidated damages the sum of \$800 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					

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

In compliance with *RCW 39.30.060* for all projects estimated to cost \$1 million or more, all Bidders must complete and submit this Subcontractors List form.

- **Submission Deadline:** The completed and signed Subcontractors List must be submitted with bid.
- **List subcontractors:** The Bidder shall indicate on the Subcontractors List the names of the subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing as described in Chapter *18.106 RCW*, and electrical as described in Chapter *19.28 RCW*.
- **List Bidder if Bidder Performing Work:** If the Bidder will perform the work in any of the three areas required, the Bidder shall name itself for the work on the Subcontractors List.
- **Name Only One Firm for Each Category of Work:** The Bidder shall not list more than one firm (subcontractor or Bidder) for each category of work identified, unless subcontractors vary with bid Alternatives or Additives, in which case the Bidder must indicate which firm will be used for which Alternate or Additive.
- **Substitution of Subcontractors:** Substitution of any listed subcontractor may only be according to the procedure and parameters set forth in *RCW 39.30.060*.

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- **Factors Relating to Non-Responsiveness:** Failure of the Bidder to submit the names of such subcontractors or to name itself to perform such work or the naming of two or more firms (subcontractors or Bidder) to perform the same work shall render the Bidder’s bid nonresponsive and, therefore, void.
- **Applicable to Direct Subcontractors:** The requirement of this section to name the Bidders’ proposed heating, ventilation and air conditioning, plumbing and electrical subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing and electrical subcontractors who will contract directly with the Bidder.
 - **HVAC, ELECTRICAL, PLUMBING:** The requirement of this section to name the bidder’s proposed heating, ventilation and air conditioning, plumbing and electrical subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing and electrical subcontractors who will contract directly with the bidder.

Trade	Bidder must check one box for each Trade. If subcontracting the work, Bidder must name the subcontractor.
HVAC (Heating, Ventilation & Air Conditioning)	<input type="checkbox"/> Name of Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work. <input type="checkbox"/> N/A (this project does not include this work)
Electrical	<input type="checkbox"/> Name of Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work. <input type="checkbox"/> N/A (this project does not include this work)
Plumbing	<input type="checkbox"/> Name of Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work. <input type="checkbox"/> N/A (this project does not include this work)

- **STRUCTURAL STEEL INSTALLATION AND REBAR INSTALLATION:** The requirement of this section to name the bidder’s proposed names of the subcontractors with whom the bidder, if awarded, will subcontract for performance of the work of structural steel installation and rebar installation.

Trade	Bidder must check one box. If sub-contracting the work, bidder must name the subcontractor.
Structural Steel Installation	<input type="checkbox"/> Name of Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work. <input type="checkbox"/> N/A (this project does not include this work)
Rebar Installation	<input type="checkbox"/> Name of Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work. <input type="checkbox"/> N/A (this project does not include this work)

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> <p style="text-align: center;">OR</p> <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.

**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			

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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]
CONTRACTOR: [REDACTED]
TYPE: [REDACTED]

WDFW NUMBER: [REDACTED]
ENGINEERING #: [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.

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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

DIVISION 0 – BID AND CONTRACT DOCUMENTS

SECTION 00600
BOND AND CERTIFICATES

00610 PERFORMANCE & PAYMENT BOND



CONTRACT NO. _____

KNOW ALL MEN BY THESE PRESENTS; That we, _____ as Principal, and _____, a corporation, organized and existing under and by virtue of the laws of the State of Washington, and legally doing business in the State of Washington, as Surety, are held and firmly bound and obligated unto the State of Washington, in the full and just sum of _____ Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we do bind ourselves, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

This bond is executed in pursuance of *Chapter 39.08, Revised Code of Washington.*

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the Principal entered into a certain contract with the State of Washington Department of Fish and Wildlife for the project listed below:

NOW THEREFORE, if the Principal shall faithfully perform all the provisions of such contract and pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, then this obligation is void; otherwise to remain in full force and effect.

PROVIDED, however, that the conditions of this obligation shall not apply to any money loaned or advanced to the Principal or to any subcontractor or other person in the performance of any such work.

Signed and Sealed this _____ day of _____, 20 .

Countersigned: _____
Principal

Agent

Address

Surety

By _____
Attorney-in-Fact

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 INVESTMENT OPTION



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
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00640 CERTIFICATE OF INSURANCE

DIVISION 0 – BID AND CONTRACT DOCUMENTS

Form
S.F. 500 A
(7/2/92)



State of Washington
CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE
COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED (Legal name and business address)	CERTIFICATE HOLDER: STATE OF WASHINGTON WASHINGTON DEPT OF FISH AND WILDLIFE CAPITAL AND ASSET MANAGEMENT PROGRAM	CONTRACT NUMBER
	ENGINEERING SERVICES	DATE ISSUED:
	600 CAPITOL WAY NORTH	
	OLYMPIA, WASHINGTON 98501-1091	

PROJECT DESCRIPTION / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS:

This is to certify that policies of Insurance listed below have been issued to the Insured named above for the policy period indicated.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	Date Policy Effective (MM/DD/YY)	Date Policy Expires (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence <input type="checkbox"/> Owner's & Contractors Protection Deductible \$				General Aggregate	\$
					Products Comp/Ops Aggregate	\$
					Personal & Advertising Injury	\$
					Each Occurrence	\$
					Fire Damage (Any One Fire)	\$
					Medical Expense (Any One Person)	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability Deductible \$				CSL	\$
					Bodily Injury (per person)	\$
					Bodily Injury (per accident)	\$
					Property Damage	\$
	EXCESS LIABILITY <input type="checkbox"/> Other Than Umbrella Form				Each Occurrence	Aggregate
					\$	\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY	
					\$ (Each Accident)	
					\$ (Disease Policy Limit)	
					\$ (Disease-Each Employee)	
	OTHER					

ADDITIONAL PROVISIONS

The State of Washington is included as additional insured as related to the above mentioned project.
Should any of the above described policies be cancelled before the expiration date thereof, the issuing Company must deliver or mail not less than a 45 days written notice to the above Certificate Holder, per RCW 48.18.290

COMPANIES AFFORDING COVERAGE		ISSUING COMPANY, AGENT OR REPRESENTATIVE	
NOTE: Attach a separate sheet to this certificate giving all the company names and their percentage of coverage, if clarification is needed,		NAME:	
		ADDRESS:	
Company Letter	A	Authorized Signature	
	B	Title	
	C	Signature Date	
	D	Signee Name	
	E	Telephone No.	

**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."

0

 (Contracting Firm) (Architect or Engineer)

By _____ By _____
 SIGN IN INK SIGN AND DATE



00660 VERIFICATION OF MONTHLY PAYMENTS TO MWBES

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

Project No _____ Project Title _____ Sheet _____ of _____

Contractor _____ Payment # _____

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

CONTRACTOR: _____

Authorized Signature

DATE: _____

Washington Department of Fish and Wildlife

STATEMENT OF APPRENTICE/JOURNEYMAN PARTICIPATION

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

APPRENTICE SUMMARY

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

JOURNEYMEN SUMMARY

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

Apprentice total hours worked this period:	0						
Journeyman total hours worked this period:	0						
Cumulative Apprenticeship hour Total brought forward from last reporting period:	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%; text-align: center;">Previous Total</td> <td style="width:30%; text-align: center;">New Total</td> <td style="width:40%; text-align: center;">Percentage</td> </tr> <tr> <td style="text-align: center;">previous total</td> <td> </td> <td> </td> </tr> </table>	Previous Total	New Total	Percentage	previous total		
Previous Total	New Total	Percentage					
previous total							
Cumulative Journeymen hour Total brought forward from last reporting period:	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%; text-align: center;">Previous Total</td> <td style="width:30%; text-align: center;">New Total</td> <td style="width:40%; text-align: center;">Percentage</td> </tr> <tr> <td style="text-align: center;">previous total</td> <td> </td> <td> </td> </tr> </table>	Previous Total	New Total	Percentage	previous total		
Previous Total	New Total	Percentage					
previous total							

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

Printed Name: _____	Signature: _____	Date: _____	Title: _____
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\$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.

DIVISION 0 – GENERAL CONDITIONS

- 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.

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

00704.02 PROJECT RECORD

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

00704.03 SHOP DRAWINGS

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

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

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

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

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

00704.04 ORGANIZATION OF SPECIFICATIONS

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

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

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

PART 5 - 00705.00 PERFORMANCE

00705.01 CONTRACTOR CONTROL AND SUPERVISION

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

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

00705.02 PERMITS, FEES, AND NOTICES

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

00705.03 PATENTS AND ROYALTIES

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

00705.04 PREVAILING WAGES

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

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

00705.05 HOURS OF LABOR

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

00705.06 NONDISCRIMINATION

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

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

00705.07 SAFETY PRECAUTIONS

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

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

00705.08 OPERATIONS, MATERIAL HANDLING, EASEMENTS AND STORAGE AREAS

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

00705.09 PRIOR NOTICE OF EXCAVATION

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

00705.10 UNFORSEEN PHYSICAL CONDITIONS

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

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

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

00705.12 LAYOUT OF WORK

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

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

00705.13 MATERIAL AND EQUIPMENT

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

00705.14 AVAILABILITY AND USE OF UTILITY SERVICES

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

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

00705.15 TESTS AND INSPECTION

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

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

00705.16 CORRECTION OF NONCONFORMING WORK

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

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

00705.17 CLEANUP

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

00705.18 ACCESS TO WORK

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

00705.19 OTHER CONTRACTS

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

00705.20 SUBCONTRACTORS AND SUPPLIERS

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

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

00705.21 WARRANTY OF CONSTRUCTION

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

00705.22 INDEMNIFICATION

- A. Contractor shall defend, indemnify, and hold Owner and A/E harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:
 - 1. The sole negligence of Contractor or any of its Subcontractors
 - 2. The concurrent negligence of Contractor, or any Subcontractor, but only to the extent of the negligence of Contractor or such Subcontractor
 - 3. The use of any design, process, or equipment which constitutes an infringement of any United States patent presently issued or violates any other proprietary interest, including copyright, trademark, and trade secret.

- B. In any action against Owner and any other entity indemnified in accordance with this section by any employee of Contractor, its Subcontractors, Sub-subcontractors, agents, or anyone directly or indirectly employed by any of them, the indemnification obligation of this section shall not be limited by a limit on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under *RCW Title 51, the Industrial Insurance Act*, or any other employee benefit acts. In addition, Contractor waives immunity as to Owner and A/E only, in accordance with *RCW Title 51*.

00705.23 REQUIRED PAYROLL DOCUMENTS

- A. The Contractor shall submit to the Owner the following for itself and for each subcontractor and each agent to a Subcontractor that performed work on the Contract:
 - 1. *A Statement of Intent to Pay Prevailing Wages*. The Contracting Agency will make no payment under this Contract for the work performed until this statement has been completed and submitted.
 - 2. *An Affidavit of Wages Paid with the Final Contract Voucher Certification*. The Contracting Agency will not release to the Contractor any funds retained under *RCW 60.28.010* until all of the *Affidavit of Wages Paid* forms have been completed and submitted.

- B. In addition, the Prime Contractor shall submit a Request for Release to the Washington State Labor and Industries (L&I), (L&I provides the form).

- C. Certified payrolls are required to be submitted by the Contractor to the Owner for the Contractor and all Subcontractors or agents on all federally funded projects, and when requested in writing by the Owner, on projects funded with only Contracting Agency funds. If these payrolls are not supplied within 10 calendar days of the end of the proceeding weekly payroll period for federally funded projects, or within 10 calendar days from the date of the written request on projects with only Contracting Agency funds, any or all payments may be withheld until compliance is achieved. Also, failure to provide these payrolls could result in other sanctions as provided by state laws (*RCW 39.12.050*) and/or federal regulations (*29 CFR 5.12*). All certified payrolls shall be complete and explicit.

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

00705.24 STATEMENT OF APPRENTICE/JOURNEYMAN PARTICIPATION

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

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

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

00705.25 FEDERALLY FUNDED CONTRACT CONDITIONS

A. Equal Employment Opportunity :

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

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

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

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6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in *Executive Order No. 11246 of September 24, 1965*, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 7. The Contractor will include the provisions of *Paragraphs "1" through "7"* in every Subcontract or Purchase Order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to *Section 204 of Executive Order No. 11246 of September 24, 1965*, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including the sanctions for noncompliance, provided however that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- B. *Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 241)*:
1. *Section 601 (In General)*: No person in the United States shall, on the grounds of race, color, national origin, sex, religion, marital status, age, Vietnam era and disabled veteran status, or the presence of any sensory, mental, or physical handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 2. *Section 602 (Effecting Compliance)*: Each federal department and agency which is empowered to extend federal financial assistance to any program or activity by way of grant, loan, or contract other than a contract of insurance or guaranty, is authorized and directed to effectuate the provisions of *Section 601* with respect to such program or activity by issuing rules, regulations, or orders of general applicability which shall be consistent with achievement of the objectives the statute authorizing the financial assistance in connection with which the action is taken. No such rule, regulation, or order shall become effective unless and until approved by the President. Compliance with any requirement adopted pursuant to this section may be effected by:
 - a.) The termination of or refusal to grant or to continue assistance under such programs or activity to any recipient as to whom there has been an express finding on the record, after opportunity for hearing, of a failure to comply with such requirement, but such termination or refusal shall be limited to the particular political entity, or part thereof, or other recipient as to whom such a finding has been made, and shall be limited in its effect to the particular program, or part thereof, in which such noncompliance has been so found, and;

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

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

PART 6 - 00706.00 PAYMENTS AND COMPLETION

00706.01 CONTRACT SUM

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

00706.02 SCHEDULE OF VALUES

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

00706.03 APPLICATION FOR PAYMENT

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

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

00706.04 PROGRESS PAYMENTS

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

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

00706.05 PAYMENTS WITHHELD

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

00706.06 RETAINAGE AND BOND CLAIM RIGHTS

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

00706.07 SUBSTANTIAL COMPLETION

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

0706.08 PRIOR OCCUPANCY

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

00706.09 FINAL COMPLETION, ACCEPTANCE, AND PAYMENT

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

PART 7 - 00707.00 CHANGES

00707.01 CHANGES IN THE WORK

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

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

00707.02 CHANGE IN THE CONTRACT SUM

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

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

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

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

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

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

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

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- f. Allowance for Overhead and Profit: This is defined as costs of any kind attributable to direct and indirect delay, acceleration, or impact, added to the total cost to Owner of any Change Order, or any request for additional Work or extra payment of any kind on the Project. This allowance shall compensate Contractor for all non-craft labor, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, Business and Occupation taxes, office engineering, estimating costs, additional overhead because of extended time, and any other cost incidental to the change in the Work. It shall be strictly limited in all cases to a reasonable amount, mutually acceptable, or if none can be agreed upon to an amount not to exceed the following:
- 1) For Contractor, for any Work actually performed by Contractor's own forces, 22 percent of the first \$50,000 of the cost and 10 percent of the remaining cost, if any.
 - 2) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 22 percent of the first \$50,000 of the cost and 10 percent of the remaining cost, if any.
 - 3) For Contractor, for any Work performed by its Subcontractor(s), 8 percent of the first \$50,000 of the amount due each Subcontractor and 6 percent of the remaining amount, if any.
 - 4) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 8 percent of the first \$50,000 of the amount due the sub-Subcontractor and 6 percent of the remaining amount, if any.
 - 5) The cost to which overhead and profit is to be applied shall be determined in accordance with *SUBPARAGRAPHS a-e* above.
- g. Cost of Change in Insurance or Bond Premium: This is defined as:
- 1) Contractor's Liability Insurance: The cost of any changes in Contractor's liability insurance arising directly from execution of the Change Order; and
 - 2) Public Works Bond(s): The cost of the additional premium for Contractor's bond arising directly from the changed Work.

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

C. Change Order Pricing - Unit Prices:

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

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- b. Type of reimbursement including pre-agreed rates for material quantities
 - c. Cost limit of reimbursement
2. Contractor shall:
- a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, Contractor shall identify workers assigned to the Change Order Work and areas in which they are working.
 - b. Leave access as appropriate for quantity measurement.
 - c. Not exceed any cost limit(s) without Owner's prior written approval.
3. Contractor shall submit costs in accordance with *SECTION 00707.02B* and satisfy the following requirements:
- a. Unit prices shall include reimbursement for all direct and indirect costs of the Work, including overhead and profit and bond and insurance costs.
 - b. Quantities must be supported by field measurement statements signed by Owner.
- D. Change Order Pricing - Time and Material Prices:
1. Whenever Owner authorizes Contractor to perform work on a time-and-material basis, Owner's authorization shall clearly state:
- a. Scope of work to be performed
 - b. Type of reimbursement including pre-agreed rates, if any, for material quantities or labor
 - c. Cost limit of reimbursement
2. Contractor shall:
- a. Cooperate with Owner and assist in monitoring the Work being performed. As requested by Owner, identify workers assigned to the Change Order Work and areas in which they are working.
 - b. Identify on daily timesheets all labor performed in accordance with this authorization. Submit copies of daily timesheets within 2 working days for Owner's review.
 - c. Leave access as appropriate for quantity measurement.
 - d. Perform all Work in accordance with this section as efficiently as possible.
 - e. Not exceed any cost limit(s) without Owner's prior written approval.

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

00707.03 CHANGE IN THE CONTRACT TIME

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

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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.

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- 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.

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- 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

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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.

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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.

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

PART 10 - 00710.00 MISCELLANEOUS PROVISIONS

00710.01 GOVERNING LAW

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

00710.02 SUCCESSORS AND ASSIGNS

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

00710.03 MEANING OF WORDS

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

00710.04 RIGHTS AND REMEDIES

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

00710.05 CONTRACTOR REGISTRATION

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

00710.06 TIME COMPUTATIONS

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

0710.07 RECORDS RETENTION

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

00710.08 THIRD-PARTY AGREEMENTS

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

00710.09 ANTITRUST ASSIGNMENT

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

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

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

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

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

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

END OF SECTION 00700

DIVISION 0 – SUPPLEMENTAL CONDITIONS

**SECTION 00800
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00800 SUPPLEMENTAL CONDITIONS

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

00802.07	Builders Risk Insurance
00810.13	Abbreviations of Administrative Organizations

00802.07 BUILDERS RISK INSURANCE

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

00810.13 ABBREVIATIONS OF ADMINISTRATIVE ORGANIZATIONS

This section supplements SECTION 00710.03 of the GENERAL CONDITIONS.

TABLE 00810.13	
ABBREVIATIONS OF ADMINISTRATIVE ORGANIZATIONS	
<i>AASHTO</i>	<i>American 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.

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01000 GENERAL REQUIREMENTS

01010 SUMMARY OF WORK

- A. The scope of work for this project includes the demolition of the existing apartment/warehouse building and restroom facility, and the construction of a water distribution box, Group B water system, pre-engineered metal office/storage building, fire suppression system, and associated piping at the Eells Springs Hatchery.
- B. The existing 12 inch steel pipe for the Spring 3 supply shall be lined to rehabilitate the pipeline.
- C. Contract Drawing Sheet 6 (G1.1) shows the appropriate delineation for the work areas of Bid Items 1 through 8.

Bid Item 1: Group B Water System Installation

- A. Provide all labor, material, equipment, and miscellaneous items necessary and incidental to install a Group B water system near the Spring 2 intake. The Group B water system shall include a submersible pump, pumphouse, four 119-gallon bladder tanks, electrical conduit, 2-inch diameter HDPE domestic water supply line, and the cutting/capping of existing unused water lines. The Owner will provide two brand-new 119-gallon bladder tanks (Pentair WM-Series), which are available on site. The Contractor is responsible for providing the other two 119-gallon bladder tanks. This bid item includes the fixed costs of the well drilling activities; however, it excludes the unit rate costs to drill well and install 6-inch diameter casing (see Bid Item 7).
- B. The domestic water supply shall be reconnected to the three residences, office, and hatchery building upon completion of the Group B water system. The Group B water system shall be approved and permitted by the Mason County Public Health Department.
- C. Water samples collected from the existing domestic well were tested in April 2020 and met all primary and secondary water quality standards without treatment. It is assumed the new Group B water system shall meet these water quality standards without treatment. If treatment is required, a change order will be issued for installation of an appropriate water treatment system to be compliant with WAC 246-291.
- D. This bid item also includes electrical and civil work as described in the Specifications and as shown on the Drawings.

Bid Item 2: Distribution Box and Yard Piping

- A. Provide all labor, material, equipment, and miscellaneous items necessary and incidental to construct the following:
 - 1. Distribution box;
 - 2. 12 inch supply pipes from Springs 1, 2, and 3;

DIVISION 1 – GENERAL REQUIREMENTS

3. 36 inch supply pipe from Spring 4 from distribution box to closest intersection point;
 4. Flow meters and flow meter access vaults for each supply pipe from Springs 1, 2, and 3;
 5. 8 inch distribution pipe from the box to the hatchery;
 6. 24 inch overflow drainpipe (to be connected to the existing 36 inch pipe to Rearing Pond 2);
 7. 24 inch distribution pipe to Rearing Pond 2 (to be capped for future use);
 8. 24 inch hatchery drainpipe (to be capped for future use);
 9. 24 inch distribution piping to the upper brood and round ponds;
 10. 24 inch distribution piping to the lower brood and round ponds (to be capped for future use); and
 11. Truck fill pump station with bollard protection.
- E. Installation of 3 aluminum packed columns fabricated and delivered by the Owner no later than January 28, 2021.
- F. This bid item also includes all electrical, alarms, and mechanical work, groundwater management, temporary erosion and sediment control, described in the Specifications and as shown on the Drawings.

Bid Item 3: Existing Apartment/Warehouse Building and Restroom Facility Demolition

- A. Provide all labor, material, equipment, and miscellaneous items necessary and incidental to demolish and dispose of the existing apartment/warehouse building and restroom facility.
- B. Demolition shall be in accordance with Mason County and the Olympic Region Clean Air Agency (ORCAA) permit and include proper disposal of possible lead-based paint and asbestos.

Bid Item 4: Office/Storage Building Construction

- A. Provide all labor, material, equipment, and miscellaneous items necessary and incidental to construct the pre-engineered metal office/storage building.
- B. This bid item includes the office/storage building foundation and structure design, building construction, including all interior framing, all flooring, all finishes, all associated electrical and piping work, stormwater facilities, domestic water line connection to new Group B water system, sewer line connection to existing septic system, electrical, alarms, and telephone utilities, described in the Specifications and as shown in the Drawings.

DIVISION 1 – GENERAL REQUIREMENTS

- C. The Contractor shall be responsible for all temporary erosion and sediment control required, site grading, groundwater management, gravel compaction, and foundation draining associated with the required pour-in place, reinforced concrete slab/wall foundation, as well as concrete approach slab, and side-entrance slabs.
- D. The Contractor shall acquire and install a pre-engineered metal building with pre-finished monitor style metal roof with cupolas and exterior siding, gutters and downspouts, snow breaks, fully insulated and sheathed interior, all roll-up and man-doors with locks, windows with screens, all electrical fixtures, and ventilation. Work shall include all clean-up, accessory trim items, and accommodation of active hatchery production activities.

Bid Item 5: Fire Suppression System Modification

- A. Provide all labor, material, equipment, and miscellaneous items necessary and incidental to modify the existing fire suppression system to satisfy Mason County requirements.
- B. This bid item includes the removal of two existing fire hydrants across the property, relocation of one fire hydrant near Residence #1, and continued operation of one fire hydrant near the Pollution Abatement (PA) Pond. The existing 6 inch fire water line shall be removed and replaced with new 6 inch fire water pipe connected to the two operating fire hydrants.
- C. This bid item includes a 6 inch fire supply standpipe located within the Spring 4 supply water chamber of the new distribution box.

Bid Item 6: Spring 3 Supply Pipe Rehabilitation

- A. Provide all labor, material, equipment, and miscellaneous items necessary and incidental to excavate pits to access the 12 inch diameter steel pipe for Spring 3; cut, remove, and dispose of steel pipe segments; clean and video inspect pipeline; install trenchless liner system and termination fittings; restore watertight connections to up and downstream pipe ends; backfill access pits and restore site to pre-project conditions as shown and described in the Specifications and Drawings.
- B. The pipe lining shall extend approximately 540 feet from the Spring 3 intake to the new 12 inch HDPE piping to be installed near the distribution box. Access pits shall be carefully excavated to expose the pipeline. One access pit shall be located in the county road where the existing pipe bends away from the road and extends uphill towards the intake structure. The second access pit shall be located near the distribution box where the trenching ends for the new 12 inch HDPE pipe for the Spring 3 supply.

01011 OWNER FURNISHED ITEMS

The Owner shall provide the following items to be installed by the Contractor:

- A. Two new 119-gallon bladder tanks (Pentair WM-Series, Model WM-35 WB CPVC DRAIN) to be used in the utility building for the new Group B water system, which are currently available on site.
- B. Three 48-inch diameter aluminum packed column units for the Distribution Box. Owner shall deliver these units no later than January 28, 2021.

DIVISION 1 – GENERAL REQUIREMENTS

01012 CONTRACT TIME

Substantial Completion shall be achieved by September 9, 2021.

Final Completion shall be achieved by September 22, 2021.

01025 UNIT PRICE BASE BID MEASUREMENT AND PAYMENT

Unit Prices quoted on the *Bid Proposal Form* shall be used where there is an increase or decrease in the amount of work as called for on the Drawings or in the Specifications as may be required by the State. The Unit Price shall cover the cost of all labor, materials, incidental costs, and Contractor profit, increased insurance and bond to provide each item, and shall remain constant for the length of the Contract. Basis for payment shall be made from lengths, areas, or volumes as detailed below. The term "in place" means installed and complete.

TABLE 01025 - A	
BID ITEMS	DESCRIPTION, MEASUREMENT, AND PAYMENT
7.	Provide a unit rate to drill a well and install 6-inch diameter casing to a depth of approximately 100 feet for the new Group B water system. All other components of the Group B water system and fixed drilling costs shall be included in Bid Item 1.
8.	Provide a unit rate for all labor, material, equipment, and miscellaneous items necessary and incidental to decommission the existing domestic water well located behind the existing apartment/warehouse per WAC 173-160 and coordinated with the Department of Ecology. Well decommissioning shall begin after the new Group B water system is operational and permitted by the Mason County Public Health Department. The depth of the existing domestic well is assumed to be 50 feet; however, a boring log for this well is not available.

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.

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- 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 and Checklist and Drawings.
1. The Contractor shall obtain all necessary building permits, demolition permits, and Group B water system permits required by Mason County.
 2. 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.
 3. 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.
 4. All costs associated with obtaining the permits, including labor, materials, and equipment shall be included in the Base Bid, except for permit fees.
 5. 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

The Eells Springs Hatchery will be in full operation during construction. Activities shall be coordinated with hatchery staff and limited to the work areas shown on the Drawings. Any disruption to the water supplies for the hatchery building, round ponds, and/or brood stock raceways must be in accordance with a schedule approved by the Owner.

Construction of the new office/storage building shall be completed no later than 6 months after the demolition of the existing office building.

The State may take prior occupancy of features of the work only after the Contractor's testing of equipment is approved by the State and as the General Conditions allow.

DIVISION 1 – GENERAL REQUIREMENTS

The construction work window shall take place between August 2020 and September 2021 for the main construction of the distribution box, except for the connection to the existing Spring 4 supply piping. The final connection of the 36 inch supply piping from Spring 4 shall only be connected to the new distribution box in May 2021 after consulting with the hatchery staff and the Engineer. The Spring 4 water supply is typically offline during the month of May to allow Rearing Pond 2 to dry out.

The First phase of this project is expected to include:

- A. Installation of a new Group B water system and connection to the residences and hatchery building;
- B. Decommissioning of the existing domestic well; and
- C. Demolition of the apartment/warehouse building.

The Second phase is expected to include:

- A. Capping and removal of the section of existing 12 inch steel pipe located in the footprint of the new distribution box to the west of the hatchery building;
- B. Construction of the new distribution box;
- C. Installation of yard piping to the hatchery building and round ponds;
- D. Rehabilitation of the Spring 3 supply pipe to repair the suspected leak;
- E. Connection of the Spring 3 supply piping to the distribution box and begin operation of the distribution box; and
- F. Connection of the Spring 4 supply piping to the distribution box in May 2021.

The Third phase is expected to include:

- A. Removal and replacement of the piping for Springs 1 and 2 behind the hatchery building;
- B. Connection of the Springs 1 and 2 supply pipes to the distribution box; and
- C. Installation of the fire suppression system and fire hydrants.

The final construction phasing shall be determined by the Contractor and approved by the Owner. The Contractor shall provide a construction schedule to the Owner. Construction of the office/storage building may be completed simultaneously with construction of the distribution box if appropriately coordinated with hatchery staff and the Engineer.

01200 PROJECT MEETINGS

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

01300 CONTRACTOR SUBMITTALS

GENERAL

- A. Wherever submittals are required in the Contract, submit them to the Engineer.
- B. Within 7 calendar days after the date of Notice to Proceed, the Contractor shall submit the following items for review:

DIVISION 1 – GENERAL REQUIREMENTS

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

PRECONSTRUCTION CONFERENCE SUBMITTALS

- A. At the preconstruction conference of SECTION 01010 - Summary of Work, the Contractor shall submit the following items to the Engineer for review:
 1. A preliminary schedule of values
 2. An Initial Schedule Submittal in accordance with DIVISION 0 – GENERAL CONDITIONS 00703.2.

SHOP DRAWINGS

- A. Wherever called for in the Contract or where required by the Engineer, the Contractor shall furnish 1 hardcopy (to be retained by the Engineer) plus one complete electronic copy in Acrobat (pdf) format, of each Shop Drawing submittal unless otherwise indicated in the Contract. Shop Drawings may include, but not limited to detail design calculations, shop-prepared drawings, fabrication and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items.
- B. Whenever the Contractor is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an engineer registered in the appropriate branch and in the state wherein the work is located, unless otherwise indicated.
- C. Organization:

A single submittal transmittal form shall be used for each technical Specification section or item or class of material or equipment for which a submittal is required. A single submittal covering multiple sections will not be acceptable, unless the primary Specification references other sections for components.

Example: if a pump section references other sections for the motor, shop-applied protective coating, anchor bolts, local control panel, and variable frequency drive, a single submittal would be acceptable and should be submitted under the pump section. A single submittal covering vertical turbine pumps and horizontal split case pumps would not be acceptable.

DIVISION 1 – GENERAL REQUIREMENTS

1. On the transmittal form, index the components of the submittal and insert tabs in the submittal to match the components. Relate the submittal components to Specification paragraph and subparagraph, Drawing number, detail number, schedule title, room number, or building name, as applicable.
2. Terminology and equipment tag names and numbers used in submittals shall match those used in the Contract. Where a submittal includes multiple pieces covered under a section the submittal shall clearly indicated the tag name or number for each piece included on all pages related to that piece.

D. Format:

1. Minimum sheet size shall be 8½ inches by 11 inches. Maximum sheet size shall be 11 inches by 17 inches. Every page in a submittal shall be numbered in sequence. Each copy of a submittal shall be collated and stapled or bound, as appropriate. The Engineer will not collate sheets or copies.
2. Where product data from a manufacturer is submitted, clearly mark which model is proposed, along with all complete pertinent options, data, capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports indicated. Sufficient level of detail shall be presented for assessment of compliance with the Contract. Indicating marks or methods shall be such that they are reproducible and remain legible when scanned or copied in black and white system. The Contractor shall clearly indicate what is to be provided, the Engineer will make no assumptions from unmarked options lists.
3. Each submittal shall be assigned a unique number. Submittals shall be numbered sequentially, and the submittal numbers shall be clearly noted on the transmittal and shall include the primary Specification number. Original submittals shall be assigned a numeric submittal number followed by a numeric resubmittal number to distinguish between the original submittal (0) and each resubmittal (1, 2 etc.). In the name of the electronic file; number submittals sequentially using a set brief descriptor followed by the unique sequential submittal number, submittal content title and 6-digit primary specification section number. Examples: "(Project Title) Submittal 1.0-Schedule of Values- 01300.pdf" "(Project Title) Submittal 2.0-Construction Schedule-01300.pdf" Resubmittals

Examples: "(Project Title) Submittal 1.1-Schedule of Values- 01300.pdf" for the first resubmittal and "(Project Title) Submittal 1.2-Schedule of Values-01300.pdf" for the second resubmittal and so on. Resubmittals shall include only information directly related to the previous submittal. If portions of a submittal are changed and other portions remain the same upon resubmittal, the resubmittal shall include all changed and unchanged portions so that each resubmittal is a complete document.

- E. Disorganized submittals that do not meet the requirements of the Contract will be returned without review.

DIVISION 1 – GENERAL REQUIREMENTS

- F. Except as may otherwise be indicated, the Engineer will return each submittal to the Contractor with comments noted thereon, within 14 calendar days following receipt by the Engineer. It is considered reasonable that the Contractor will make a complete and acceptable submittal to the Engineer by the first resubmittal on an item. For example, for a submittal that requires 2 resubmittals before it is complete, the accumulated review period could be 42 calendar days.
- G. If a submittal is returned to the Contractor marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of the submittal will not be required. If a component or section of the submittal is returned to the Contractor specifically marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of that component or section of the submittal will not be required.
- H. If a submittal is returned marked "Make Corrections Noted," Contractor shall make the corrections on the submittal, but formal revision and resubmission will not be required. If a component or section of the submittal is returned to the Contractor specifically marked "Make Corrections Noted," formal revision and resubmission of that component or section of the submittal will not be required.
- I. If a submittal, or portion of a submittal, is returned marked "AMEND-RESUBMIT," the Contractor shall revise it and shall resubmit the required number of copies. If any portion of a submittal is returned marked "AMEND-RESUBMIT," the status of the entire submittal shall be considered "AMEND-RESUBMIT," however, only the portions indicated need to be updated in the resubmittal.
- J. If a submittal is returned marked "REJECTED-RESUBMIT," it shall mean either that the proposed material or product does not satisfy the Specification, the submittal is so incomplete that it cannot be reviewed or is a substitution request that will not be reviewed because it is not submitted in accordance with the Contract. The Contractor shall prepare a new submittal and shall submit the required number of copies.
- K. Resubmittal of rejected portions of a previous submittal will not be allowed. Every change from a submittal to a resubmittal or from a resubmittal to a subsequent resubmittal shall include a summary page at the front of the submittal listing responses to previous review comments and a list of items that have changed from the previous submittal/resubmittal. Changed items shall be flagged where they occur in the resubmittal.
- L. Fabrication of an item may commence only after the Engineer has reviewed the pertinent submittals and returned copies to the Contractor with the submittal marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the work and shall not be taken as changes to the Contract.
- M. Submittals shall be carefully reviewed by an authorized representative of the Contractor prior to submission to the Engineer. Each submittal shall be dated and signed by the Contractor as being correct and in strict conformance with the Contract. In the case of Shop Drawings, each sheet shall be so dated and signed. Any approved deviations from the Contract shall be noted on the transmittal sheet.

DIVISION 1 – GENERAL REQUIREMENTS

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

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

SAMPLES

- A. The Contractor shall submit the number of samples indicated by the Specifications. If the number is not indicated, submit not less than 1 sample. Where the amount of each sample is not indicated, submit such amount as necessary for proper examination and testing by the methods indicated.
- B. Samples shall be individually labeled or tagged, indicating the salient physical characteristics and manufacturer's name. Upon acceptance by the Engineer, one set of the samples will be stamped and dated by the Engineer and returned to the Contractor, one set of samples will be retained by the Engineer, and one set shall remain at the Work Site in the Engineer's field office until completion of the work.
- C. Unless indicated otherwise, the Engineer will select colors and textures from the manufacturer's standard colors and standard materials, products, or equipment lines. If certain samples represent non-standard colors, materials, products, or equipment lines that will require an increase in Contract Times or Price, the Contractor shall clearly state so on the transmittal page of the submittal.
- D. The Contractor shall schedule sample submittals such that:
1. Sample submittals for color and texture selection are complete so the Engineer has 14 calendar days to assemble color panels and select color and texture dependent products and materials without delay to the construction schedule.
 2. After the Engineer selects colors and textures, the Contractor has sufficient time to provide the products or materials without delay to the construction schedule. The Contract Times will not be extended for the Contractor's failure to allow enough review and approval or selection time, failure to submit complete samples requiring color or texture selection, or failure to submit complete or approvable samples.

RECORD DRAWINGS

- A. The Contractor shall maintain one set of Drawings at the Site for the preparation of record drawings.

DIVISION 1 – GENERAL REQUIREMENTS

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

All blue marks shall identify the relevant RFIs, Deviations, Design Changes, etc. Identification alone or partial incorporation of RFIs, Deviations, Design Changes, etc. shall not be considered as meeting the requirements of the Contract. RFIs, Deviations, Design Changes, etc. must be fully incorporated and identified.
 3. The Contractor shall document the as-built condition of the project by marking changes to the Blueline Drawings in the color red. This drawing set shall be the final Record Drawings.
 - a. Where red marks are not shown on the Record Drawings it is understood that the Blueline Drawings match the as-built condition.

QUALITY CONTROL ("QC") SUBMITTALS

- A. Quality control submittals are defined as those required by the Specifications to present documentary evidence to the Engineer that the Contractor has satisfied certain requirements of the Contract.

DIVISION 1 – GENERAL REQUIREMENTS

- B. Unless otherwise indicated, QC submittals shall be submitted:
1. Before delivery and unloading, for the following types of submittals:
 - a. Manufacturers' installation instructions
 - b. Manufacturers' and Installers' experience qualifications
 - c. Ready mix concrete delivery tickets
 - d. Design calculations
 - e. Affidavits and manufacturers' certification of compliance with indicated product requirements
 - f. Laboratory analysis results
 - g. Factory test reports
 - h. Inspection results and reports of Contractor's testing firm for special inspections.
 2. Within 30 Business Days of the event documented for the following types of submittals:
 - a. Manufacturers' field representative certification of proper installation
 - b. Field measurement
 - c. Field test reports
 - d. Receipt of permit
 - e. Receipt of regulatory approval
- C. The Engineer will record the date that a QC submittal was received and review it for compliance with submittal requirements, but the review procedures and Engineer time limits above for Shop Drawings and samples will not apply.

01510 TEMPORARY UTILITIES

- A. The State will pay the energy costs for construction power used from any of the existing state services, but the Contractor shall provide any required connections or extensions.
- B. The Contractor shall provide adequate temporary toilet facilities, where directed, when work is started for all those connected with the work. The Contractor shall keep the toilet facilities in a sanitary condition and remove the toilet facilities at the end of the project and disinfect the premises.
- C. Drinking water is available at the site.

DIVISION 1 – GENERAL REQUIREMENTS

- D. Water for construction purposes is available at the site. The State does not guarantee quantity or quality of water sources.

01730 OPERATING AND MAINTENANCE MANUALS

- A. Before final acceptance, the Contractor shall instruct the Engineer on the proper operation and maintenance of all mechanical systems, equipment, and controls under this Contract. A qualified technician for each component of this installation shall be made available by the Contractor for this instruction.
- B. The Contractor shall submit 3 bound sets of equipment manuals and operating instructions to the Engineer.
1. Flysheets: Separate each portion of the manual with neatly prepared flysheets briefly describing contents of the ensuing portion. Flysheets must be in color.
 2. Binding: The Contractor shall use heavy-duty plastic or fiberboard front and back covers with 3-ring binders. All binding is subject to the Engineer's approval.
- C. The front and back covers will include, at least, the following information:

OPERATING AND MAINTENANCE INSTRUCTIONS

*Prepared for the Washington Department of Fish and Wildlife
(Project Title and Number)
(Name of Contractor)
(General Subject of this Manual)*

- D. Contents: The Contractor shall include at least the following:
1. Neatly typewritten index near the front of the manual giving immediate information as to location within the manual of all emergency information regarding the installation.
 2. Complete instructions regarding operation and maintenance of all equipment involved including lubrication, disassembly, and reassembly.
 3. Complete nomenclature of all parts of all equipment.
 4. Complete nomenclature and part number of all replaceable parts name and address of nearest vendor, and all other data pertinent to procurement procedures.
 5. Copy of all guarantees and warranties issued.
 6. Manufacturers' bulletins, catalog cuts, and other pertinent descriptive data, clearly indicating the precise items included in the installation and deleting, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.
 7. A pump performance curve showing head, quantity, net positive suction head required, brake horsepower, and efficiency shall be included in equipment manuals.

DIVISION 1 – GENERAL REQUIREMENTS

8. The operating instructions, in conjunction with the maintenance manuals, shall include written step-by-step detail of start-up and shutdown procedures.
9. Such other data as required in pertinent sections of the Contract Documents.

END OF SECTION 01000

ATTACHMENT 1

PERMIT(S)

**WASHINGTON STATE DEPARTMENT OF FISH & WILDLIFE
INADVERTENT DISCOVERY PLAN FOR CULTURAL RESOURCES FOR
EELLS SPRING HATCHERY RENOVATION PROJECT
MASON 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 initiate Tribal and DAHP consultation regarding evaluation of the find's significance, potential for effects caused by the project, and subsequent treatment plans or Memoranda of Agreement (MOA).
5. Wherever possible, the preferred treatment of significant archaeological resources and historic sites will be in situ preservation. If a treatment plan requires that such resources be excavated or removed, an agreement must first be reached between WDFW and the consulting parties.

Specific Procedures for the Inadvertent Discovery of Human Remains

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

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

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

1. If ground disturbing activities encounter human 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

Katherine M. Kelly, Archaeologist 360-902-2573 or 360-951-0941
If the archaeologist cannot be reached, contact Paul Dahmer, Wildlife Area Access
Manager at 360-902-2480

Project Manager and Alternative Contact

Lane Sater, WDFW Project Manager 360-688-6027
Douglas Mackey, CAMP Cultural Resource Coordinator 360-902-8380

SKOKOMISH TRIBAL NATION

Kris Miller, Tribal Historic Preservation Officer 360-426-4232 x2015

SQUAXIN ISLAND TRIBE

Rhonda Foster, Cultural Resources Director (360) 432-3850

WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION

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

MASON COUNTY

MASON COUNTY SHERIFF'S OFFICE 360-427-9670 x313
MASON COUNTY CORONER'S OFFICE 360-426-4441

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.

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals: [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [\[help\]](#)

1. Name of proposed project, if applicable: [\[help\]](#)

Eells Springs Hatchery Redevelopment

2. Name of applicant: [\[help\]](#)

Washington Department of Fish and Wildlife

3. Address and phone number of applicant and contact person: [\[help\]](#)

WDFW
600 Capital Way North
Olympia, WA 98501

Contact: Larry Peck

4. Date checklist prepared: [\[help\]](#)

January 17, 2020

5. Agency requesting checklist: [\[help\]](#)

Washington Department of Fish and Wildlife

6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#)

Begin construction in summer of 2020.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#)

Yes, this is phase 3 of a phase 4 effort to refurbish the Eells Spring trout hatchery.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [\[help\]](#)

County Shorelines, Geo Tech Report

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. [\[help\]](#)

No known other applications are pending.

10. List any government approvals or permits that will be needed for your proposal, if known. [\[help\]](#)

Permits required by Mason County, demolition, grading, building and development permits.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to

describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) [\[help\]](#)

The proposed project includes the following:

1. Replace existing office building. Current office is 1,800 square feet new proposed building 3,000 square feet.
2. Construct a new water distribution tower to provide improved water delivery system.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [\[help\]](#)

From Interstate 5 south at exit 104 take ramp right for US-101 North toward Port Angeles/Aberdeen. Then from US 101 heading past the town of Shelton turn left onto W, Skokomish Valley Road. Turn left, onto W, Eells Hill Road. Turn into the Eells Hatchery. T21 N, R4W, S18, (47.309308, -123.237234)

B. ENVIRONMENTAL ELEMENTS [\[help\]](#)

1. Earth [\[help\]](#)

a. General description of the site: [\[help\]](#)

(circle one): FLAT, rolling, hilly, steep slopes, mountainous, other _____

b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#)

For proposed construction area is it already developed and flat.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. [\[help\]](#)

The soils are typically Dungeness fine sandy loam with 0 to 2 percent slopes.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#)

There are no indications of unstable soils.

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [\[help\]](#)

Excavation anticipated with this phase of the project will be limited to the removal of the existing office building and foundation and excavation associated with the construction of a new water distribution box, all materials hauled off to an approved off-site location. For the new office building foundation cut is estimated to be 226 CY, with 226 CY fill, the distribution box foundation including water delivery pipes cut 136 CY and 136 CY fill. All fill will be clean and from a local vendor.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#)

Soils will be exposed during construction and localized erosion could occur. The flat surface and proper erosion control methods will minimize any surface erosion from construction activities.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [\[help\]](#)

The proposed construction area is currently all compacted gravel, concrete ponds and/or hatchery related buildings. No proposed changes to existing impervious surfaces.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)

No erosion is anticipated. BMP's will be in place to prevent sediment from reaching surface waters during possible rainfall events.

2. Air [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [\[help\]](#)

Vehicle exhaust and dust from construction is expected. No long-term change in emissions is expected from the completed project.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)

No.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)

Equipment will be inspected daily and kept in good working conditions in an effort to reduce emissions.

3. Water [\[help\]](#)

- a. Surface Water:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#)

Hunter Creek (Weaver Creek) borders the north end of the highly developed hatchery grounds.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)

Yes, the new water distribution box is located 143 feet from bank of Hunter Creek. New Office building is 270 feet from bank of edge of Hunter Creek.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)

None associated with this proposed project.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

No surface water diversions or withdrawals will be required.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)

The project is outside the 100 year floodplain.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [\[help\]](#)

No waste materials will be discharged.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

No groundwater will be withdrawn as part of this project.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [\[help\]](#)

No waste materials will be discharged.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. [\[help\]](#)

Temporary storm water impacts during construction may occur from rainfall events and will be contained within BMP's to prevent discharge to surface waters.

- 2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#)

Surface and ground waters will be protected through use of BMP's. Waste materials will not be used and will not enter surface waters.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. [\[help\]](#)

Drainage patterns will not be altered.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any: [\[help\]](#)

Erosion control measures will be in place to reduce and treat runoff water.

4. **Plants** [\[help\]](#)

- a. Check the types of vegetation found on the site: [\[help\]](#)

deciduous tree: alder, maple, aspen, other
 evergreen tree: fir, cedar, pine, other
 shrubs
 grass
 pasture
 crop or grain
 Orchards, vineyards or other permanent crops.
 wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
 water plants: water lily, eelgrass, milfoil, other
 other types of vegetation

- b. What kind and amount of vegetation will be removed or altered? [\[help\]](#)

No vegetation removal is anticipated with this project.

- c. List threatened and endangered species known to be on or near the site. [\[help\]](#)

No threatened or endangered species are listed as occurring in areas close to this site.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)

Project includes limited landscape plantings of oriental plants around new office building.

- e. List all noxious weeds and invasive species known to be on or near the site. [\[help\]](#)

No infestations are known to occur at this site.

5. Animals [\[help\]](#)

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. [\[help\]](#)

Examples include:

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other _____

- b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)

Endangered Species:In nearby Hunter (Weaver) Creek, upstream of the project site there are Puget Sound Chinook, Puget Sound Steelhead, Bull Trout and possibly Puget Sound summer chum.

Bull Trout are present in the Skokomish River, but available data does not recognize bull trout or their critical habitat at or even near the proposed project site. The closest location of bull trout critical habitat is approximately one mile NE of this project site and is in the South Fork of the Skokomish River. Bull trout are typically not found in Hunter Creek.

Chum salmon, Hood Canal summer ESU, critical habitat is present in the watershed in the low end of the Skokomish Subbasin and nearest to the the proposed project approximately one mile northeast overland from the hatchery in an unnamed stream segment off the south fork of the Skokomish River. There is a possibly (unknown) opportunities for chum to migrate through Hunter Creek, but spawning or rearing opportunities are at the proposed project location.

PHS Species:

Salmon species in the vicinity of the project location include fall chum, Sea Run Cuthroat, and coho.

Critical Habitat for Hood Canal Summer chum is in Mason County but not at the project location.

Critical Habitat for Puget Sound Chinook is in the vicinity but not included at the project site. There is habitat for harlequin ducks and eagle roosts approximately 1500 feet away from proposed project site.

- c. Is the site part of a migration route? If so, explain. [\[help\]](#)

Yes for coho, steelhead, cutthroat trout and fall chum, potentially for chinook adjacent to the proposed work area in Hunter Creek.

d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

Best management Practices will be used to prevent any source construction debris or stormwater from entering Hunter Creek. No source of pollutants will enter surface waters.

e. List any invasive animal species known to be on or near the site. [\[help\]](#)

No known invasive animal species inhabit this site.

6. Energy and Natural Resources [\[help\]](#)

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [\[help\]](#)

No new energy will be used as part of this completed project.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. [\[help\]](#)

This project will not affect solar energy use.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: [\[help\]](#)

No energy conservation features are scheduled or needed.

7. Environmental Health [\[help\]](#)

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe. [\[help\]](#)

Materials likely to be present include gasoline, diesel fuel, hydraulic fluid and lubricants. An accidental spill of one these products could occur during project operations.

1) Describe any known or possible contamination at the site from present or past uses. [\[help\]](#)

There are no known contaminants from present or past uses at the site.

2) Describe existing hazardous chemicals/conditions that might affect project development

and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. [\[help\]](#)

No hazardous chemicals are known that would affect this project.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. [\[help\]](#)

No toxic chemicals will be used.

- 4) Describe special emergency services that might be required. [\[help\]](#)

None anticipated.

- 5) Proposed measures to reduce or control environmental health hazards, if any: [\[help\]](#)

A spill prevention and pollution control plan will be prepared by WDFW project engineers to reduce risk of spills and to provide guidance if a spill occurs. Environmental health hazards are not expected as a result of this project. Only approved construction equipment and materials will be used in construction of this project.

b. Noise [\[help\]](#)

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [\[help\]](#)

None.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. [\[help\]](#)

Short term noise levels will increase during construction. Long term noise levels will remain unchanged. Access Area activities create minimal noise activity with occasional vehicle traffic.

- 3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#)

Increased levels of noise during construction activities are expected from this project. Hours of increased noise levels will be 7am to 5pm. No change in noise level is expected from the completed project.

8. Land and Shoreline Use [\[help\]](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [\[help\]](#)

This site has been a State of Washington trout hatchery for over 70 years. Adjacent properties include residential homes and undeveloped upland areas.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? [\[help\]](#)

This site has not been used as working farmland or forest lands.

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: [\[help\]](#)

No effect anticipated.

- c. Describe any structures on the site. [\[help\]](#)

The existing hatchery has 3 residences, hatchery building, pollution abatement ponds, concrete round and raceway ponds, feed storage building, office and storage buildings, bird predation structures, large earthen release ponds, bridge, fish collection structure a gravel parking areas and signage.

- d. Will any structures be demolished? If so, what? [\[help\]](#)

Existing office building and bathroom building will be demolished.

- e. What is the current zoning classification of the site? [\[help\]](#)

Rural.

- f. What is the current comprehensive plan designation of the site? [\[help\]](#)

Conservancy.

- g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)

This project is considered as an aquaculture development within a conservancy designed shoreline.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify. [\[help\]](#)

Eells Springs has undergone through critical area reviews for previous hatchery development projects.

- i. Approximately how many people would reside or work in the completed project? [\[help\]](#)

Up to three staff and families reside at this site or work here on a full time basis.

j. Approximately how many people would the completed project displace? [\[help\]](#)

None.

k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)

No impacts are anticipated.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)

Mason County will be consulted to ensure consistency with current land uses, current project site has been a state operated trout hatchery for over 50 years.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any: [\[help\]](#)

No impacts are anticipated.

9. Housing [\[help\]](#)

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)

Public housing will not be affected or provided.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)

No housing units will be eliminated.

c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)

None planned.

10. Aesthetics [\[help\]](#)

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [\[help\]](#)

New office building 25 feet and 4 inches from ground to top of perkala, water distribution box 20 feet and 6 inches from ground to op of railing.

b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)

Views will be slightly impacted for hatchery crew and families that reside on site from the new water distribution box.

- c. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)

None planned.

11. Light and Glare [\[help\]](#)

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#)

There will be no increase in glare.

- b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#)

No views will be impacted by the completed project.

- c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)

There are no known off-site sources of light or glare that may affect the project.

- d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)

None needed or planned.

12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity? [\[help\]](#)

Recreational opportunities include wildlife viewing, and fishing.

- b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#)

Only temporarily closures of the access during construction to maintain public safety.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)

Public notice will be made noting site closure during construction.

13. Historic and cultural preservation [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe. [\[help\]](#)

No previously reported archaeological sites in conducted cultural resource surveys.

Several historic structures, the Eells Springs Hatchery Building, Hatchery Garage, the hatchery Apartment/Warehouse, Hatchery Duplex, The Hatchery's Manager House, Round Ponds, and the Eells Springs Hatchery have been documented on historic property forms and were determined no eligible for listing based on the conducted report.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [\[help\]](#)

One Cultural resource survey and one historic properties survey conducted in project area (Jolviette 2016 and Finley 2017).

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [\[help\]](#)

Consultation, cultural resource survey, built environment survey.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required. [\[help\]](#)

Current project will have no adverse effect to listed resources.

14. **Transportation** [\[help\]](#)

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [\[help\]](#)
The hatchery will continue to be accessed by Eells Spring Road. Access will not be altered with this project.
- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [\[help\]](#)

This site is not currently served by public transit.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)

Public Parking area will not be reduced.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [\[help\]](#)

No, the project will not impact existing roads.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [\[Help\]](#)

No.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [\[help\]](#)

This project will not result in any change in vehicle trips per day to this area.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe. [\[help\]](#)

No.

- h. Proposed measures to reduce or control transportation impacts, if any: [\[help\]](#)

None planned.

15. **Public Services** [\[help\]](#)

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [\[help\]](#)

No.

- b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#)

No impacts are anticipated.

16. **Utilities** [\[help\]](#)

- a. Circle utilities currently available at the site: [\[help\]](#)
electricity, natural gas, **water**, **refuse service**, **telephone**, sanitary sewer, **septic system**,
other _____

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [\[help\]](#)

No change in utilities is proposed.

C. Signature [\[help\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature:  _____

Name of signee Larry W. Peck _____

Position and Agency/Organization Biologist, WDFW _____

Date Submitted: 01-21-2020

ATTACHMENT 2
GEO TECHNICAL REPORT

Geotechnical Engineering Services Report

Eells Springs Hatchery Renovation
Mason County, Washington

for

**Washington State Department of Fish and
Wildlife**

June 20, 2018



Geotechnical Engineering Services Report

Eells Springs Hatchery Renovation
Mason County, Washington

for

**Washington State Department of Fish and
Wildlife**

June 20, 2018



1101 South Fawcett Avenue, Suite 200
Tacoma, Washington 98402
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Geotechnical Engineering Services Report

Eells Springs Hatchery Renovation Mason County, Washington

File No. 3730-125-04

June 20, 2018

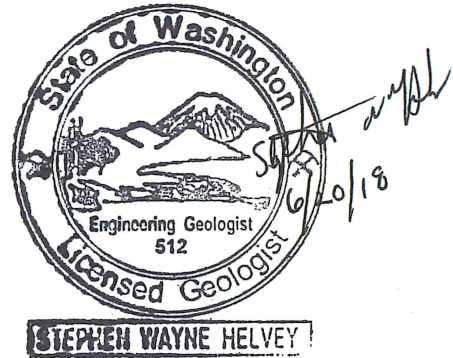
Prepared for:


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600 Capitol Way North
Olympia, Washington 98501-1091

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Design Engineer

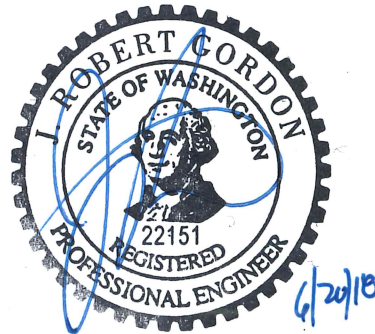
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INTRODUCTION

This report presents the results of our geotechnical engineering services for the proposed Eells Springs Hatchery renovation in Mason County, Washington. Our understanding of the site and the project is based on information provided by Washington Department of Fish and Wildlife (WDFW) and our previous experience at the site. The hatchery complex is generally located northwest of Shelton, Washington. The approximate location of the site is shown in the Vicinity Map, Figure 1. Our services were performed in general accordance with our proposal dated March 16, 2018 and authorized by WDFW on March 22, 2018.

We completed three previous studies at the site. The result of our prior work is contained in the following documents:

- “Geotechnical Engineering Services, Eells Hatchery Culvert Replacement. Mason County, Washington”, for WDFW, February 22, 2012.
- “Report, Geologic Assessment, Eells Springs Hatchery, Mason County, Washington,” for WDFW, February 6, 2017.
- “Geotechnical Engineering Services, Proposed Pollution Abatement Pond, Eells Springs Hatchery, Shelton, Washington”, for WDFW c/o KPFF Engineers, June 20, 2018.

The proposed renovations included in this project and discussed in this report comprise the following:

- Remove and replace 12 concrete round ponds with 16 new concrete round ponds. The new ponds will be in the approximate same location as the existing ponds.
- Remove and replace four rectangular concrete raceways with new concrete raceways. The new raceways will be in the approximate same location as the existing raceways.
- Demolish the wood-frame feed storage shed, concrete hatchery building and wood-framed office buildings and replace with similar structures. The new structures will be in the approximate same location as the existing structures.
- Raise grades on the south side of the site approximately 12 to 18 inches.
- Install a rectangular distribution box between the new feed storage shed and hatchery building.

The existing and proposed site layouts are shown in Figures 2 and 3.

SCOPE OF SERVICES

Our services include completing subsurface explorations to supplement previously completed explorations and developing geotechnical design parameters for the proposed renovations. A geologic assessment of the site in accordance with Mason County Critical Areas Ordinance (CAO), Landslide Hazard Areas 17.01.100 was also performed. The scope of services completed for this study consisted of the following:

1. Review our previously completed reports.
2. Review published geologic maps, geologic reports and Soil Conservation Survey (SCS) reports for the site and area including the nearby steep slopes.

3. Review Light Detection and Ranging (LiDAR) maps for the site including the steep slope areas.
4. Review publicly assessable historic and aerial satellite imagery of the site and area.
5. Mobilize to the site to mark proposed supplemental exploration locations.
6. Perform a geologic reconnaissance of the site including slope areas south and north of the site.
7. Check for buried public utilities near the borings by utilizing the “One Call” utility locating service. Check for buried privately owned utilities through a pre-selected private locating service.
8. Advance borings at the marked locations to depths of 30.5 to 31.5 feet.
9. Collect soil samples from the borings using a 1.5-inch inside diameter split-barrel SPT (Standard Penetration Test) sampler.
10. Perform laboratory testing on select soil samples obtained from the borings. Testing included grain-size distribution and moisture content determinations.
11. Characterize subsurface soil and groundwater conditions at the site based on results from our field exploration and review of previous explorations completed by GeoEngineers.
12. Provide recommendations for site preparation and earthwork, including clearing and stripping, temporary and permanent cut and fill slopes and our opinion of the suitability of on-site soils for use as structural fill. We also provide recommendations for imported fill materials and earthwork recommendations for wet weather construction.
13. Comment on construction considerations, including temporary excavation support and moisture sensitivity of on-site soils.
14. Evaluate the need for footing and/or subdrains based on the subsurface data and provide recommendations for footing or structure subdrains, as appropriate.
15. Provide our opinion regarding groundwater conditions along the south margin of the site and whether a surface/subsurface drain is warranted.
16. Provide recommendations regarding the allowable bearing capacity and estimated settlements for the new raceways, concrete round ponds, distribution box and hatchery buildings.
17. Provide active and at-rest lateral soil pressures for the design of the pond and raceway walls.
18. Provide a recommended friction coefficient between soil and concrete.
19. Provide a moduli of subgrade reaction for concrete slabs.
20. Provide an estimate of frost depth for utilities and footings.
21. Provide general recommendations regarding dewatering and site drainage.
22. Provide pipe bedding recommendations and structural fill type and placement recommendations for new utilities.
23. Discuss seismic design considerations and provide seismic design criteria consistent with Section 1803 of the 2016 edition of the International Building Code (IBC). We will also provide our opinion of the liquefaction potential of site soils.
24. Provide an opinion on the suitability of soils for infiltration of stormwater.

25. Provide an opinion regarding the presence/absence of shallow and/or deep-seated instability of slope areas observed during our reconnaissance and information review.
26. Develop and provide an opinion regarding the presence of areas at or near the site that meet the criteria for a landslide hazard area and whether the proposed improvements are within 300 feet from a mapped landslide hazard area.
27. Develop an opinion on whether the proposed improvements are likely to adversely affect slope stability.
28. Present our findings and geotechnical recommendations in a geotechnical report. Include a completed Mason County Submittal Checklist for a Geological Assessment as an appendix.

SITE CONDITIONS

General

The site is located along the south margin of the Skokomish River Valley, about 3 miles west of Highway 101. The hatchery complex is bordered to the south by the toe of a steep slope, and to the north, west and east by agricultural and/or undeveloped properties. Weaver Creek flows along the west and north margin of the hatchery renovation area from west to east. A large hatchery pond is located north of Weaver Creek.

The hatchery renovation area is located on relatively flat ground between the southerly steep slope and Weaver Creek. The existing layout of the site is shown in Figure 2. Three relatively new one-story residential structures are in the east part of the site.

A wood-framed storage shed, concrete hatchery building and wood-frame office building are located along the south part of the site. A shallow ditch is located south of the buildings, near the slope toe. A small amount of ponded water was observed in the ditch during our April 16, 2018 site visit. We understand water flow in the ditch is generally from west to east. Twelve round ponds and four rectangular raceways are located north of the hatchery buildings. We understand all these structures will be demolished and replaced. In addition, a concrete distribution box will be constructed between the new hatchery building and new feed storage building. The location of the proposed buildings is shown in Figure 3.

The toe of the steep slope south of the hatchery renovation area is shown in Figures 2, 3 and 4. The slope toe is at about Elevation 61 feet. The top of the overall Skokomish Valley wall slope down to the subject site is at about Elevation 480 feet, as shown in the LiDAR Map, Figure 4. The overall slope inclination varies from about 15 percent to more than 40 percent. The distribution of slope area inclinations is shown in Figure 4. A Spring Catchment Area is located upslope of the site and comprises a broad, relatively flat area within a south to north/northeast trending drainage valley.

The right stream bank of Weaver Creek declines downward to the creek at inclinations ranging from 15 to 39 percent. The slope ranges from about 6 to 8 feet in vertical height according to the topographic information provided by WDFW. During our site reconnaissance, we observed that this slope is vegetated with a sparse understory of brush and trees. Four water outfall structures are also located along the stream bank. We did not observe evidence of slope instability. We also noted that the slope did not appear changed from observations we made during site visits in 2012 and 2017.

Adjacent Slope Conditions

We observed accessible portions of the southerly steep slope during our site visit. The slope appears to be vegetated predominantly with fir trees and some scattered alder trees primarily in lower slope areas. The understory mostly comprises ferns with some brush. We observed minor butt-bowing on some of the alder trees. The understory vegetation type and distribution suggest presence of granular, permeable parent soils.

We observed the Spring Catchment Area, which is a mostly flat area that intercepts and impounds seepage from groundwater springs. The catchment area is located within a drainage valley south and upslope of the hatchery renovation area. The drainage valley is shown in Figure 4 and trends northeast below the catchment area. A gravel-surfaced access road is located within the drainage valley and is shown in Figure 2.

The catchment system consists of an earth-fill dam that impounds two stream channels. A concrete structure with metal screens, and a water pool is located just south of the dam. We understand that groundwater springs emanate higher on the slope and surface water flows from the springs to the catchment system pool along two shallow channels and is then directed either to the hatchery or to a spring overflow structure. The springs emanate from the slope well over 300 feet from the south edge of the site.

We understand that debris flows (slides) have periodically occurred near the springs and flowed down the stream channels toward the Spring Catchment Area (Figure 4). The landslide debris has clogged/buried portions of the Spring Catchment Area structures. A debris slide during the winter of 2015-2016 reached the pool behind the earthen dam and buried the concrete/metal screen structures. We understand that WDFW personnel removed the debris from the Spring Catchment Area to restore groundwater interception and diversion operation.

We understand that no other slide activity has been noted directly upslope of the hatchery renovation area. Our understanding of the slide history of the hillside is based on conversations with WDFW personnel.

Published Geologic Conditions

We reviewed the “Geologic Map of the Skokomish Valley and Union 7.5-minute Quadrangles, Mason County, Washington, June 2010” to develop an understanding of typical surficial geologic materials at and near the site. The geology is shown in Figure 5. Soil in the flat portions of the hatchery site is mapped as Alluvium (map unit Qa). The map describes this material as gravel, sand, and silt that was deposited by flowing water in streams and flood plains.

Soil in the upper portion of the steep slope area, to the south of the hatchery, is mapped mostly as Vashon Advance Outwash (map unit Qga). This material is generally described as sand and gravel that was deposited in front of the advancing Vashon ice sheet, and subsequently compacted by the weight of glacial ice. This unit typically has moderate permeability and high shear strength.

Soil in the lower portion of the steep slope is mapped as Alluvial Fan material (map unit Qaf) and Mass Wasting deposits (map unit Qmw). These units are described as containing silt, sand, gravel and cobbles where streams emerge from valleys and deposits on potentially unstable slopes. Alluvial Fan deposits have variable permeability and relatively low shear strength. Small pockets of Vashon Drift, Undifferentiated

(map unit Qgd) are also mapped on the lower slope. This material is described as glacially consolidated sand, silt and gravel. This unit typically has variable permeability and high shear strength.

Three areas of Landslide Deposits (map unit Qls) are mapped on the slope west of the project site area (Figure 5). Qls soils are described as a loose mass of clay to boulder-sized-material. The map does not indicate the age of the landslide deposits.

We reviewed the “Soil Survey of Mason County, Washington” (1960) by the United States Department of Agriculture (USDA) regarding soil types mapped at the site. The soil type mapped at the hatchery site is Made Land (unit Ma). We interpret this soil type to represent man-placed fill. The soil mapped on the steep slope south of the site is Shelton Gravelly sandy loam, 30 to 45 percent slope. This soil is described as forming from cemented glacial till.

During our site visits we observed surficial indicators of possible presence of Vashon advance outwash deposits including observation of soil exposed in the stream channels downslope from the springs and by interpretation of vegetation cover type based on our experience. We did not observe alluvial fan or mass wasting deposits on the slope south of the proposed buildings. These materials may have existed at the site at one time and may have been removed and/or modified during hatchery construction. Based on information obtained from WDFW personnel, some landslides in the form of debris flows have occurred along the naturally occurring channels upgradient of the Spring Catchment Area (Figure 4). While some damage to Spring Catchment Area facilities has occurred, it appears that this relatively large flat area serves as a slide debris collection/mitigation area with regard to preventing the slide debris from getting further downslope to the hatchery area.

Aerial Imagery

We reviewed publicly accessible satellite imagery of the site and surrounding area. The photos are from 1994, 2005, 2006, 2009, 2011, 2013, 2015, and 2016. The hatchery site, the Skokomish River Valley and the slope south of the site are visible in the images.

A thick tree canopy is visible on the slope in all of the images. Evidence of landsliding on the steep slope is not visible in the images. Bare soil is visible in the vicinity of the Spring Catchment Area in the 1994 and 2005 images. The area of bare soil is larger in the 1994 image. A smaller area of bare soil is visible in the Spring Catchment Area in the 2011 image but is not visible in the other images. The vegetation canopy in the slope area between the catchment area and the hatchery renovation area is unchanged in these photos.

LiDAR Map

We reviewed LiDAR maps of the site to evaluate the potential presence of large landslides on the south slope. The maps are dated 2000 and 2005 (Figure 4 is the 2002 map). We did not observe topographic features that might indicate possible presence of large landslides upslope from the proposed improvements.

Subsurface Explorations and Laboratory Testing

General

We evaluated subsurface conditions at the site by reviewing previous exploration data (three test pits and two borings) completed for the previous PA pond and bridge project as shown in Figure 2. These explorations are also located in the general vicinity of the proposed round ponds and raceways for this project. We evaluated subsurface conditions in the vicinity of the new buildings (feed storage shop, distribution box, hatchery, and office) by advancing two new borings at the locations shown in Figure 3. The recent borings were completed on April 16, 2018 to depths of 30.5 to 31.5 feet below ground surface (bgs). Copies of the previously completed explorations are included in Appendix A; subsurface conditions at the locations of these explorations are described in detail in our previously referenced reports. Details regarding the new subsurface exploration and laboratory testing programs are presented in Appendix B.

Subsurface Conditions

Soil

Very loose to medium dense sand with silt and gravel (fill and/or alluvium) was encountered to a depth of 13.5 feet bgs in B-1. Layers of medium dense to dense sand to gravel with variable amounts of silt were encountered beneath the loose material to the full depth explored. We interpret these soils to comprise native materials. In B-2, layers of medium dense gravel and sand with varying amounts of silt were encountered to about 13 feet bgs. Layers of medium dense to dense sand with silt were encountered to the full depth explored. Similar materials were encountered in the test pits and borings completed for previous studies at the site.

Groundwater

Groundwater was encountered at depths ranging between 8 and 9 feet in the borings. Groundwater was encountered at similar depths in the previously completed test pits. Groundwater was encountered at shallower depths (7.5 and 3.5 feet) in the bridge borings, which were completed in December 2012. We expect that groundwater levels at the site will vary with season, precipitation and in response to changes in the surface water levels in Weaver Creek.

GEOLOGICALLY HAZARDOUS AREA EVALUATION

General

We understand that Mason County has indicated that the proposed development may be in an area that could potentially be affected by landslide hazards. Geologic hazards in Mason County also include seismic and erosion hazard areas. Seismic and erosion hazards were not evaluated as a part of this study; seismic design considerations are presented in this report and erosion control will be addressed by the civil drawings prepared for the project. Our evaluation of Landslide Hazards is contained in the following section.

Landslide Hazard Areas

Mason County defines a landslide hazard area as the following:

- a. *Areas with any indications of earth movement such as debris slides, earthflows, slumps and rock falls.*

- b. *Areas with artificial oversteepened or unengineered slopes, i.e., cuts or fills.*
- c. *Areas with slopes containing soft or potentially liquefiable soils.*
- d. *Areas oversteepened or otherwise unstable as a result of stream incision, stream bank erosion, and undercutting by wave action.*
- e. *Slopes greater than 15% (8.5 degrees) and having the following:*
 - i. *Hillsides intersecting geologic contacts with a relatively permeable sediment overlying a relatively impermeable sediment or bedrock (e.g., sand overlying clay); and*
 - ii. *Springs or groundwater seepage.*
- f. *Any area with a slope of forty percent or steeper and with a vertical relief of ten or more feet except areas composed of consolidated rock.*

Based on our review of the site, it is our opinion that the location of the proposed hatchery renovation does not meet the Mason County technical criteria for landslide hazard areas. Portions of the steep slope area south of the site appear to meet technical criteria a, d, and f for landslide hazards. The Weaver Creek stream channel does not appear to meet the technical criteria for landslide hazard due to slope height (less than 10 feet).

The portions that appear to meet criteria **a** and **d** are the areas around the groundwater springs located along the slope above the Spring Catchment Area. These areas are well over 300 feet from the proposed hatchery renovation area. Most of the slope area south of the hatchery renovation area meets criteria **f**.

GEOLOGIC HAZARD ASSESSMENT

General

The geologic hazard assessment described in this report was prepared under the responsible charge of Stephen W. Helvey who understands the qualifications contained in the Mason County Ordinance regarding preparation of a geological assessment. Individuals under the responsible charge of Stephen W. Helvey and GeoEngineers, Inc. have performed the geological assessment, conducted a field investigation and researched available historic records on the above-referenced site. In my opinion, the scope of services completed for this project is adequate to meet the requirements of this Title for a geologic assessment.

Landslide Hazards

Landslide hazard areas are identified as areas potentially subject to mass movement due to a combination of geologic, seismic, topographic, hydrologic or man-made factors. The proposed project will occur within the flat, terrace area where the hatchery complex is presently located not meeting the landslide hazard criteria. However, all of the proposed renovation structures are located within 300 feet from the toe of the steep slope to the south which does meet the technical criteria for landslide hazards. Therefore, we conclude that landslide hazard evaluation should include risk of impact from “runout” of a slide from the slope to the south, as discussed below. Earthwork and/or construction activity will not occur within the interpreted landslide hazard areas on the south slope. Earthwork will occur near the steep right bank slope of Weaver Creek.

We did not observe signs of active slope instability or past failures on the Weaver Creek slope or on the steep slope south of the proposed renovation area. The steep slope is mapped as Vashon Advance Outwash, which has been glacially overridden and has high shear strength. We understand that localized debris flows have occurred on higher portions of the south slope, near the groundwater springs and flowed down to and been stopped within the Spring Catchment Area. We conclude that this relatively large flat area serves as a slide debris collection/mitigation area with regard to preventing the slide debris from getting further downslope.

Evaluation

It is our opinion that the proposed hatchery renovation should not adversely affect the stability of the interpreted landslide hazard area to the south of the site. The slope area immediately south of the hatchery renovation area appears stable based on our review of the historical documents, our observations and conversations with WDFW personnel. We understand that landslides from this area have not historically occurred at the site.

Landslides have periodically occurred within the spring drainage south of the site, typically at or near where springs emanate from the slope. Debris from these landslides have not impacted the proposed hatchery renovation area because the slide material has been trapped/collected within the large flat Spring Catchment Area. It appears that slide material would flow northeast, within the drainage valley downslope from the catchment area, if the volume of debris overwhelmed the capacity of the Spring Catchment Area. Therefore, it is our opinion that the proposed development will not likely be affected from landslide debris runoff arising from slope instability near the groundwater springs.

CONCLUSIONS AND RECOMMENDATIONS

General

We conclude that the proposed hatchery renovations can be constructed as planned based on geotechnical considerations. A summary of the primary design and development considerations for the proposed site development is provided below. The summary is presented for introductory purposes only and should be used in conjunction with the complete recommendations presented in this report.

- A Site Class E, in accordance with the 2015 International Building Code (IBC), is appropriate for design.
- Shallow foundations for all the structures bearing on compacted medium dense native soils or a minimum 12 inches of structural fill over compacted subgrade. If the subgrade soils will not compact to a firm condition, we recommend a minimum of 24 inches of structural fill over the subgrade soils. Footings may be proportioned using an allowable bearing pressure of 2,500 pounds per square foot (psf).
- The building floor slabs can be constructed as a conventional slab-on-grade with a minimum 4- to 6-inch thickness of leveling course/capillary break material.
- The storage and office buildings should be constructed with perimeter footing drains.
- Some of the surficial site soils have a slightly elevated silt content. While some of the soils will be suitable for all weather earthwork, scheduling earthwork for the drier summer months would minimize grading costs for the project.

Site Preparation and Earthwork

General

The near-surface site soils contain a low to moderate percentage of silt and some of these soils can be susceptible to disturbance when wet. We recommend that demolition and earthwork at the site take place during the normally dry summer and early fall months to minimize earthwork costs. Minimizing exposed subgrades would limit the opportunity for erosion and disturbance of the site soils.

We understand that most of the existing infrastructure at the site (three buildings, 12 concrete round ponds and four rectangular raceways) will be demolished and removed as a part of this project. We recommend that all elements of the existing structures, including subgrade piping and footings, be excavated and removed prior to establishing foundation and slab grades for the new infrastructure.

We also recommend constructing temporary haul roads underlain by 1 to 2 feet of quarry spalls or coarse crushed ballast material to help protect subgrades from disturbance and degradation under construction traffic if wet weather construction cannot be avoided.

Erosion and Sedimentation Control

The site soils are erosion-sensitive. Construction will also take place very near Weaver Creek. We recommend that a temporary erosion control plan be prepared in accordance with applicable Mason County standards. The plan should incorporate basic planning principles, including provisions for site monitoring to evaluate the effectiveness of the erosion control measures and repair and/or modify them as appropriate.

Subgrade Preparation

The subgrade soils will be quite variable based on results of the explorations. We recommend that GeoEngineers evaluate exposed design subgrades in pond, raceway and structure subgrade areas. Subgrade evaluation should be completed by probing with a steel probe rod. Where native medium dense soils are encountered, we recommend that the subgrade be compacted with a self-propelled vibratory roller or a backhoe/excavator mounted vibratory plate (hoepack) to a uniformly dense condition. If loose fill soils are encountered, we recommend a minimum 12 inches of fill soils be removed and the subgrade be similarly compacted. If soft zones are identified or the subgrade will not respond to compaction, we recommend that another 12 inches of subgrade soils be removed (or as recommended by our field representative) and the subgrade compacted as much as practicable. Any overexcavation should be backfilled with structural fill compacted to 95 percent of the maximum dry density (MDD) in accordance with ASTM D 1557.

Structural Fill

General

All fill used to support foundations, structures or pavements for the project should be placed and compacted as structural fill. Material used for structural fill should be free of organics, debris, trash and particles greater than 6 inches in diameter. Particle sizes larger than 3 inches should be excluded from the top 1 foot of fill. The moisture content of the fill material should be adjusted as necessary for proper compaction.

Our explorations typically disclosed loose to medium dense fill/alluvial soils with low to moderate silt contents. We anticipate that excavations will be within the existing fill/alluvial soils. We recommend that the near-surface materials encountered in our explorations only be considered for use as structural fill if the material are near or can be properly moisture conditioned to achieve the degree of compaction recommended in this report. Excavating and aerating/stockpiling some of the site soils may be necessary, even in dry weather conditions, to properly moisture condition the material for use as structural fill.

If imported structural fill will be used, we recommend it comprise sand and gravel with less than 5 percent fines based on the fraction passing the $\frac{3}{4}$ -inch sieve. The maximum particle size for imported structural fill should not exceed 4 inches.

Pipe Bedding and Trench Backfill

Backfill for the pipe bedding should consist of well-graded granular material with a maximum particle size of $\frac{3}{4}$ inch and less than 5 percent passing the U.S. Standard No. 200 sieve. The bedding material should be free of roots, debris, organic matter and other deleterious material.

We recommend that all trench backfill consist of material of approximately the same quality as “gravel borrow” described in Section 9-03.14(1) of the Washington State Department of Transportation (WSDOT) Standard Specifications. We recommend that the initial lift of fill over the pipe bedding be thick enough to reduce the potential for utility damage during compaction, but not be greater than about 18 inches.

Fill Placement and Compaction

Structural fill placed to raise site grades and to support slabs, footings and pavements should be placed on a prepared subgrade that consists of uniformly firm and unyielding existing fill, native soils or structural fill. Structural fill should be compacted at a moisture content near optimum. The optimum moisture content varies with the soil gradation and should be evaluated for each material type during construction.

Structural fill and trench backfill material should be placed in uniform, horizontal lifts, and uniformly densified with vibratory compaction equipment. The maximum lift thickness will vary depending on the material and compaction equipment used, lift thickness should generally not exceed 10 to 12 inches in loose thickness. All structural fill should be compacted to at least 95 percent of the MDD determined by ASTM D 1557.

In areas to receive pavement, structural fill that is deeper than 2 feet below the proposed pavement subgrade may be compacted to at least 90 percent of the MDD (ASTM D 1557). Structural fill placed within 2 feet of pavement subgrade (or finish grade in gravel-surfaced areas) must be compacted to at least 95 percent of the MDD.

In nonstructural areas, trench backfill should be compacted to a firm condition that can support construction equipment. Suitable native soils or select granular soils are acceptable for use in non-structural areas.

Temporary and Permanent Slopes

The soils encountered at the site are classified as Type C soil in accordance with the provisions of Title 296-155 Washington Administrative Code (WAC), Part N, “Excavation, Trenching, and Shoring.” Accordingly, we recommend that temporary slopes in excess of four feet in height be inclined no steeper than 1½H:1V

(horizontal:vertical), or that appropriate shoring systems be utilized. Flatter slopes may be necessary if localized sloughing occurs or if seepage is present. For open cuts at the site we recommend that:

- Construction traffic, equipment, stockpiles or building supplies not be allowed within 5 feet from the top of the cut.
- Exposed soil along the slope be protected from surface erosion using waterproof tarps or plastic sheeting.
- Construction activities be scheduled so that the length of time the temporary cut is left open is kept as short as possible.
- Erosion control measures be implemented as appropriate such that runoff from the site is reduced to the extent practical.
- Surface water is diverted away from the excavation.
- The general condition of the slopes be observed periodically by a geotechnical engineer to confirm adequate stability.

Because the contractor has control of the construction operations, the contractor must be made responsible for the stability of temporary cut slopes, as well as the safety of the excavations. All shoring and temporary slopes must conform to applicable local, state and federal safety regulations.

We recommend that permanent cut and fill slopes, if required for the project, be constructed no steeper than 2H:1V.

Dewatering

Construction Dewatering

Construction of deeper subsurface elements may require dewatering regardless of the construction season. The need to dewater the temporary excavations should be less if construction occurs during the summer and early fall months. Groundwater was encountered from 3.5 to 9 feet bgs in explorations completed at the site.

We recommend that the groundwater table be maintained at least 1 foot below the planned bottom of the excavations during construction. The contractor selected for the construction of the subsurface structures should be responsible for design, installation and operation of the temporary dewatering system.

Groundwater and Drainage Considerations

We recommend that pavement surfaces be sloped so that surface drainage flows away from the hatchery, feed storage and office buildings. We recommend that all roof drains be collected in tightlines and routed into the storm drain system. We also recommend perimeter footing drains be constructed around the storage and office building footprints to capture shallow groundwater, should it occur.

Groundwater was observed at relatively deep depths in most of the explorations completed at the site where these buildings will be located (7.5 to 10 feet bgs). These data suggest that site drainage could be best improved by improving surface water runoff at the site. We observed ponded surface water within a drainage ditch along the south property boundary. We recommend that this feature be improved to better transmit surface water from the site to Weaver Creek.

Foundation Support

General

We understand that the conceptual plans indicate the bottom of the ponds and raceways will be about 1 to 2 feet below existing grades. Proposed footings for the new feed storage shop, hatchery, and office buildings and distribution box will also be relatively shallow with slab elevations near existing site grades.

Based on existing topography and our explorations, it appears that the proposed features will likely bear on existing granular fill or alluvium. We conclude the new structures can be supported on shallow foundations bearing on compacted medium dense native soils or a minimum 1 to 2 feet of structural fill over compacted subgrade as described below.

Bearing Surface and Subgrade Preparation

Where native medium dense soils are encountered at the footing subgrade elevations, we recommend that the subgrade be compacted with a self-propelled vibratory roller or a backhoe/excavator mounted vibratory plate (hoepack) to a uniformly dense condition. If loose fill soils are encountered, we recommend a minimum 12 inches of fill soils be removed and the subgrade be similarly compacted. If soft zones are identified or the subgrade will not respond to compaction, we recommend that another 12 inches of subgrade soils be removed (or as recommended by our field representative) and the subgrade compacted as much as practicable. We recommend that the overexcavation extend 12 inches beyond the edge of the footings. Any overexcavation should be backfilled with structural fill as previously described. Bearing surfaces should not be exposed to standing water. Should water infiltrate and pool in the excavations, it must be removed and the bearing surface or subgrade be re-evaluated before placing structural fill or reinforcing steel.

We recommend that a member from our firm observe foundation excavations before placing structural fill to confirm that adequate bearing surfaces have been prepared or to provide recommendations for removal of unsuitable bearing soil. Unsuitable foundation subgrade soils should be recompacted or removed and replaced with compacted structural fill as recommended by the geotechnical engineer.

We recommend that all structural fill consist of free-draining sand and gravel with less than 5 percent fines (portion of minus $\frac{3}{4}$ -inch material passing the No. 200 sieve) to avoid ponded water during footing construction. Alternatively, 2- to 4-inch quarry spalls may be used.

Shallow Foundations

We recommend a minimum width of 24 inches for isolated footings and 18 inches for continuous strip or wall footings. All footing elements should be embedded at least 18 inches below the lowest adjacent finished grade for frost protection.

Footings bearing as recommended in this report, may be designed for an allowable bearing pressure of 2,500 psf. The allowable bearing value may be increased by one-third for transient loads such as those induced by seismic events or wind loadings.

We estimate that static post-construction settlement of footings designed and constructed as recommended will be less than 1 inch, with differential settlements between comparably loaded footings of $\frac{1}{2}$ inch or less.

Slab Support

We recommend that slabs-on-grade for the proposed pond structures be founded on the subgrade prepared as previously recommended in this report. We understand that WDFW typically places about 6 inches of compacted structural fill and/or crushed rock in subgrade areas prior to forming concrete.

We recommend that a modulus of subgrade reaction of 250 pounds per cubic inch (pci) be used for designing pond slabs. We estimate that settlements for slabs designed and constructed as recommended will be less than $\frac{3}{4}$ inch for the anticipated loads. We estimate that differential settlement of the slabs will be $\frac{1}{2}$ inch or less over a span of 50 feet.

Uplift

Based on our current project understanding, we anticipate the bottom of the proposed ponds and raceways should be above groundwater during most if not all of the year. We anticipate that the groundwater table will rise during the winter months in response to precipitation and surface water levels within Weaver Creek.

The ponds/raceways could be designed to resist potential hydrostatic uplift forces by providing sufficient concrete mass to overcome the buoyant forces. Uplift can also be addressed by incorporating pressure-relief systems in the ponds/raceways, designed to relieve hydrostatic uplift pressure on the base of the slab should groundwater levels temporarily rise above the bottom elevation of the structures when the ponds/raceways are empty.

Lateral Pressure

The lateral soil pressures acting on the pond/raceway walls will depend on the nature and density of the soil behind the wall and the amount of lateral wall movement that can occur as backfill is placed. For walls that are free to yield at the top at least one-thousandth of the height of the wall, active lateral soil pressure will develop. If the wall is braced or otherwise restricted from yielding, at-rest lateral pressures could develop. If the walls are backfilled and drained as described in the following paragraphs, the design active and at-rest lateral pressures may be determined based on equivalent fluid densities of 35 and 50 pounds per cubic foot (pcf), respectively. Backfill in the zone behind the walls for a distance equal to the height of the wall should consist of clean (less than 5 percent fines) medium to coarse sand and gravel. This zone should be compacted to about 92 percent of MDD. Over compaction should be avoided.

The above-recommended lateral soil pressures do not include the effects of surcharges such as floor loads, traffic loads or other surface loading. We should be consulted if surcharge loads are expected.

If the walls are not drained as described above, the walls will need to be designed for buoyant soil conditions and hydrostatic pressure. For undrained conditions, we recommend equivalent fluid densities of 80 pcf and 90 pcf for the active and at-rest conditions, respectively.

Lateral Resistance

Lateral loads may be resisted by friction on the base of the slabs and footings and as passive pressure on the walls. We recommend a coefficient of friction of 0.35 be used to calculate friction between the concrete and subgrade soil. Passive pressure may be determined using an equivalent fluid weight of 350 pcf for walls above the groundwater table and 120 pcf for walls below the groundwater table. These values assume

a horizontal ground surface behind the wall and that structural fill is placed against the walls. A safety factor of about 1.5 is included in these values.

Seismic Considerations

General

The Puget Lowland area is a seismically active region that has experienced thousands of earthquakes in historical time. Seismic hazards represent risk of injury or damage to humans and property resulting directly from earthquakes. Seismic hazard mechanisms include surface fault rupture, ground shaking and associated ground failure such as liquefaction and landsliding.

2015 IBC Seismic Design Information

The project will be designed utilizing 2015 International Building Code (IBC). Sites with liquefiable soils, such as the saturated granular fill and alluvium at the site could be classified as Site Class F and require a site-specific seismic evaluation. However, because the structures have a fundamental period of vibration equal to or less than 0.5s, a site-specific response analysis is not required, and the IBC permits the Site Class to be determined in accordance with the remaining site class definitions. We recommend the project site be classified as Site Class E – Soft Soil Profile as defined in the IBC. The design parameters for the 2015 IBC are summarized in Table 1 below. These values are based on an earthquake event that has a 2 percent chance of exceedance in a 50-year period (2,475-year event).

TABLE 1. SPECTRAL RESPONSE ACCELERATIONS (SRAs)

SRA and Site Coefficients	Short Period	1 Second Period
Mapped SRA	$S_s = 1.457$	$S_1 = 0.600$
Site Coefficients	$F_a = 0.90$	$F_v = 2.40$
Maximum Considered Earthquake SRA	$S_{MS} = 1.311$	$S_{M1} = 1.440$
Design SRA	$S_{DS} = 0.874$	$S_{D1} = 0.960$

Note:

Soil Profile Type E Description: Soft Soil Profile ($N < 15$).

Liquefaction Potential

Liquefaction refers to a condition where vibration or shaking of the ground, usually from earthquake forces, results in development of excess pore pressures in loose, saturated soils and subsequent loss of strength in the deposit of soil so affected. In general, soils that are susceptible to liquefaction include loose to medium dense “clean” to silty sands that are below the water table. The only area of concern with regard to liquefaction for this project is habitable space, which is the office building. Most of the granular materials encountered in B-2 at a depth below the water table (9 feet bgs) have a low liquefaction potential and we estimate that the liquefaction induced subsidence would be on the order of 1 to 2 inches. It is our opinion that no mitigation is necessary to support the proposed office building at a life safety standard, considering the depth of non-liquefiable material and building construction, which will be a one-story conventional wood-frame construction with shallow spread footings. However, this settlement could cause some distress/damage to the building during a large design event. We can provide recommendations for further mitigation, which at this site likely would be ground improvement. However, these measures are typically considered too expensive for this type of project.

Stormwater Infiltration Evaluation

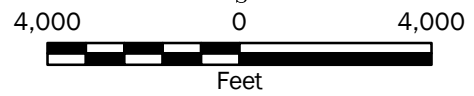
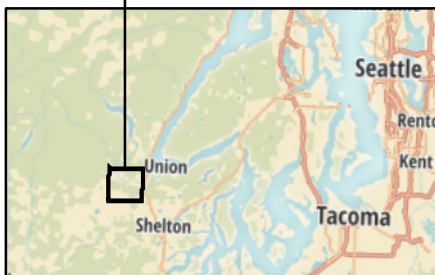
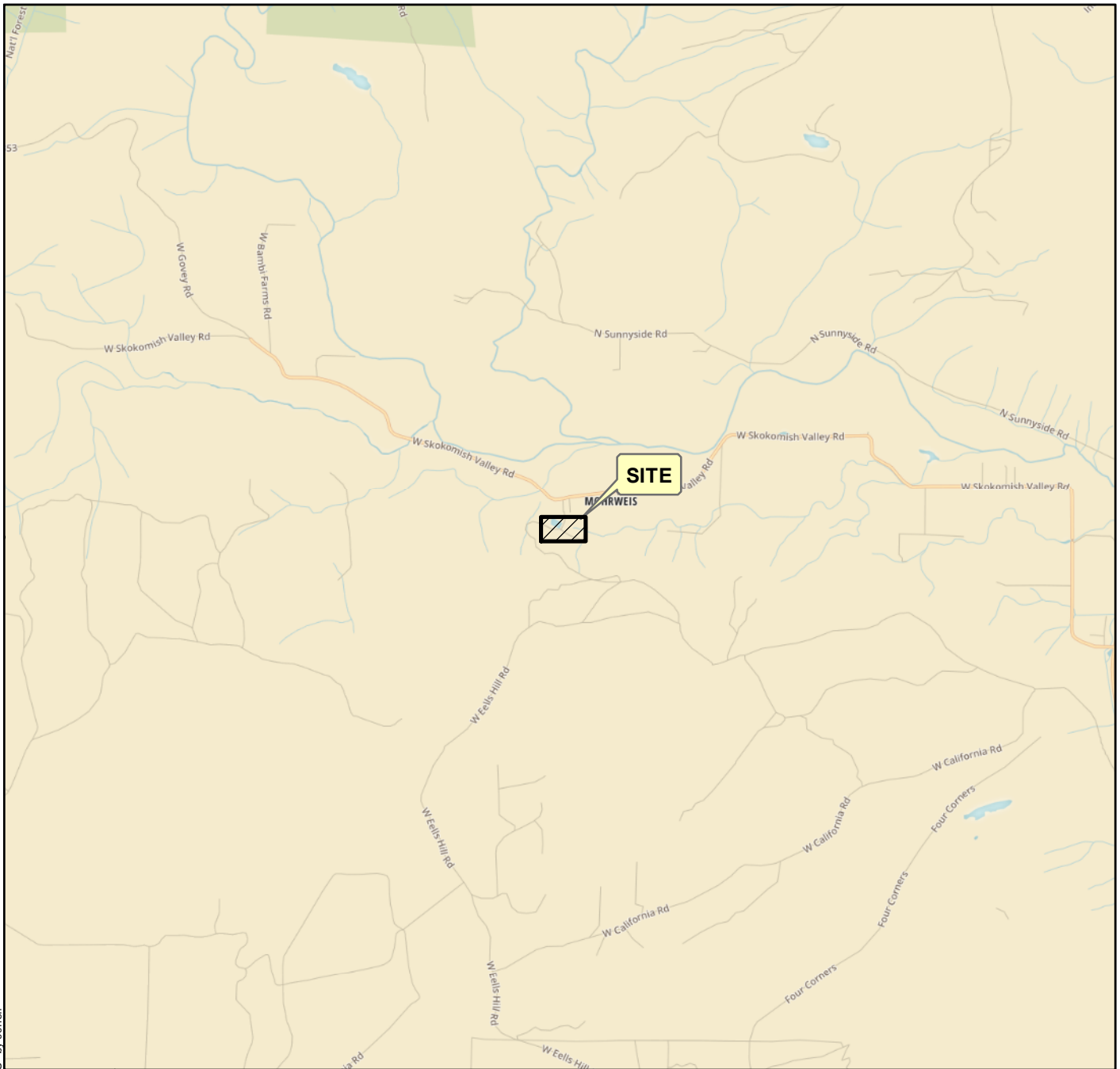
In general, granular fill and/or alluvial soils were encountered in the new and previous explorations. These materials generally contain fines ranging from about 1 to 6 percent, based on our laboratory testing. These soils are likely suitable for infiltration of stormwater. However, stormwater infiltration will not be possible in areas where these soils are at or below the high seasonal groundwater table.

LIMITATIONS

We have prepared this report for use by WDFW. This report may be made available to regulatory agencies. Our analysis, interpretations and opinion should not be construed as a warranty of subsurface conditions beneath the site. We have relied on information prepared and supplied by others in developing our opinions. GeoEngineers makes no representations as to the accuracy or reliability of these data.

Within the limitations of scope, schedule and budget, our services have been executed in accordance with generally accepted practices in the field of geotechnical engineering in this area at the time this report was prepared. The conclusions, recommendations, and opinions presented in this report are based on our professional knowledge, judgment and experience. No warranty or other conditions, express or implied, should be understood.

Please refer to Appendix D titled "Report Limitations and Guidelines for Use" for additional information pertaining to use of this report.



Vicinity Map

**Eells Springs Hatchery Renovation
Mason County, Washington**



Figure 1

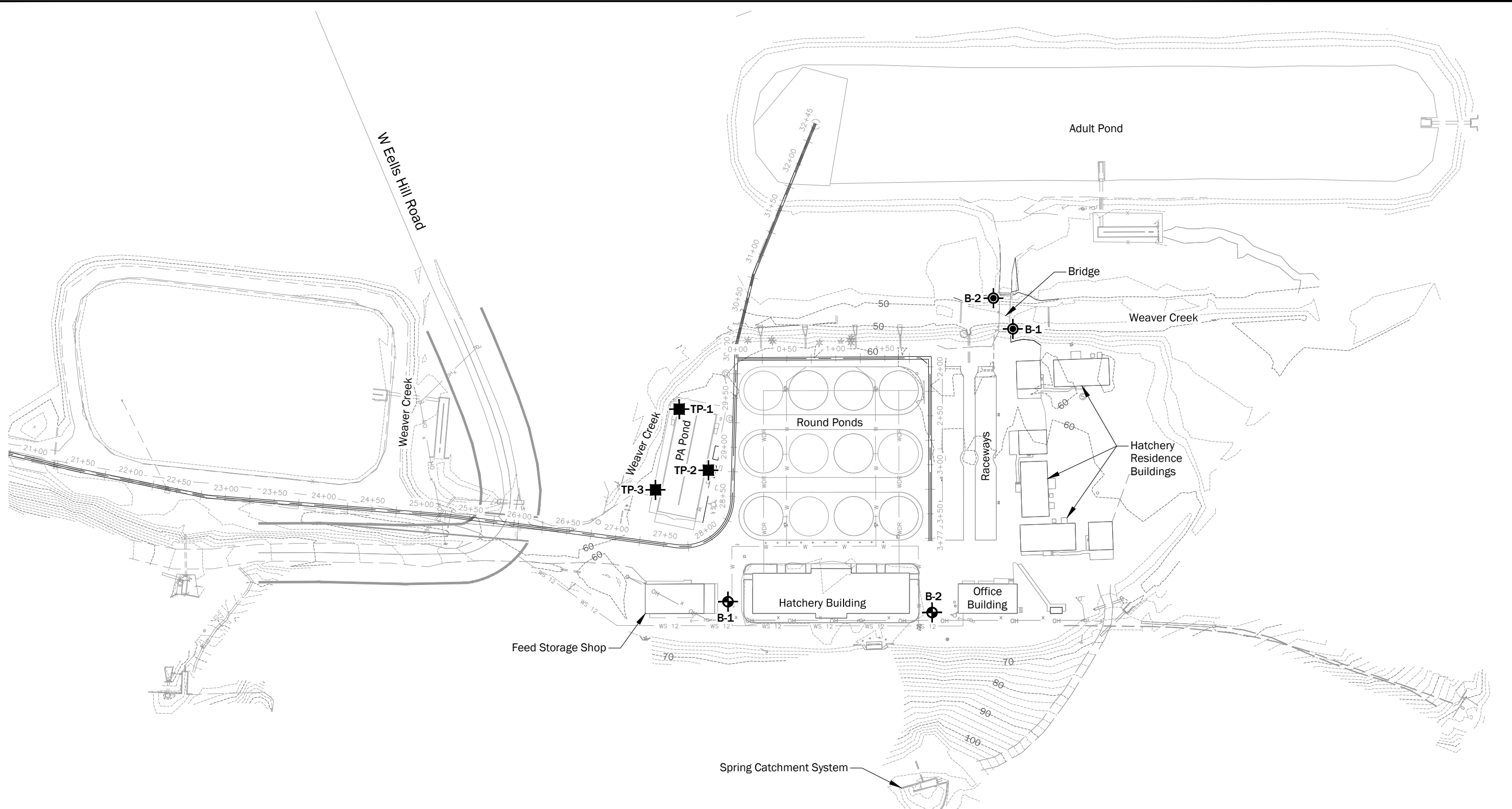
Notes:

1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Data Source: Mapbox Open Street Map, 2016

Projection: NAD 1983 UTM Zone 10N

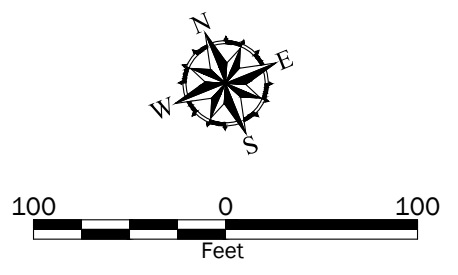
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- Notes:**
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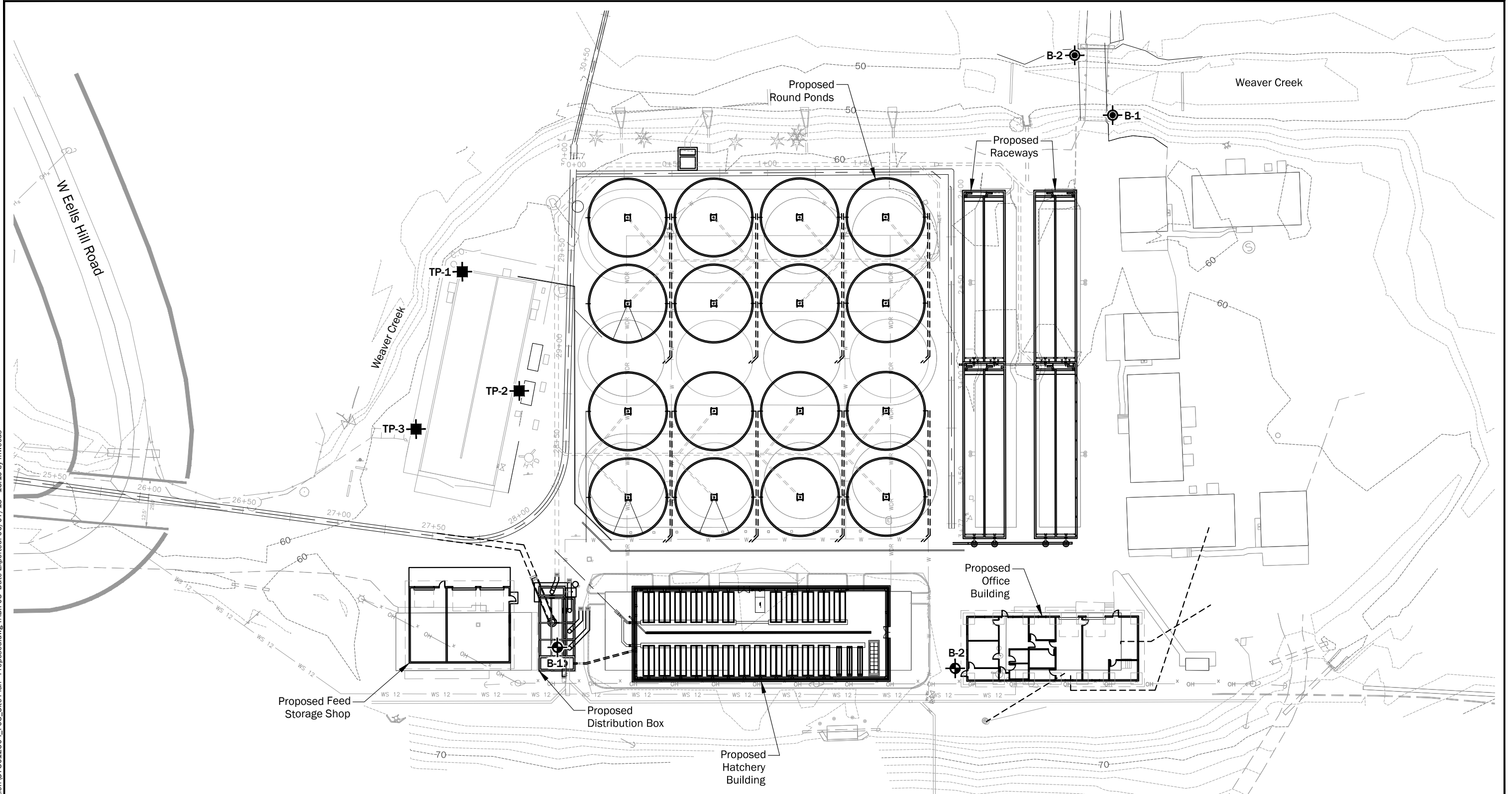
Data Source: Base survey provided by DFW on 4/30/18.
 Projection: WA State Plane, South Zone, NAD83, US Foot

- Legend**
- B-1 Boring by GeoEngineers, 2018
 - B-1 Boring by GeoEngineers, 2012
 - TP-1 Test Pit by GeoEngineers, 2012



Site Plan Existing Features	
Eells Springs Hatchery Renovation Mason County, Washington	
	Figure 2

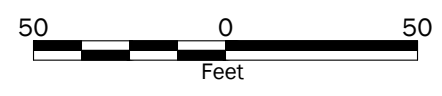
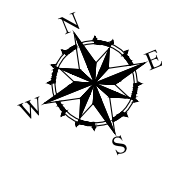
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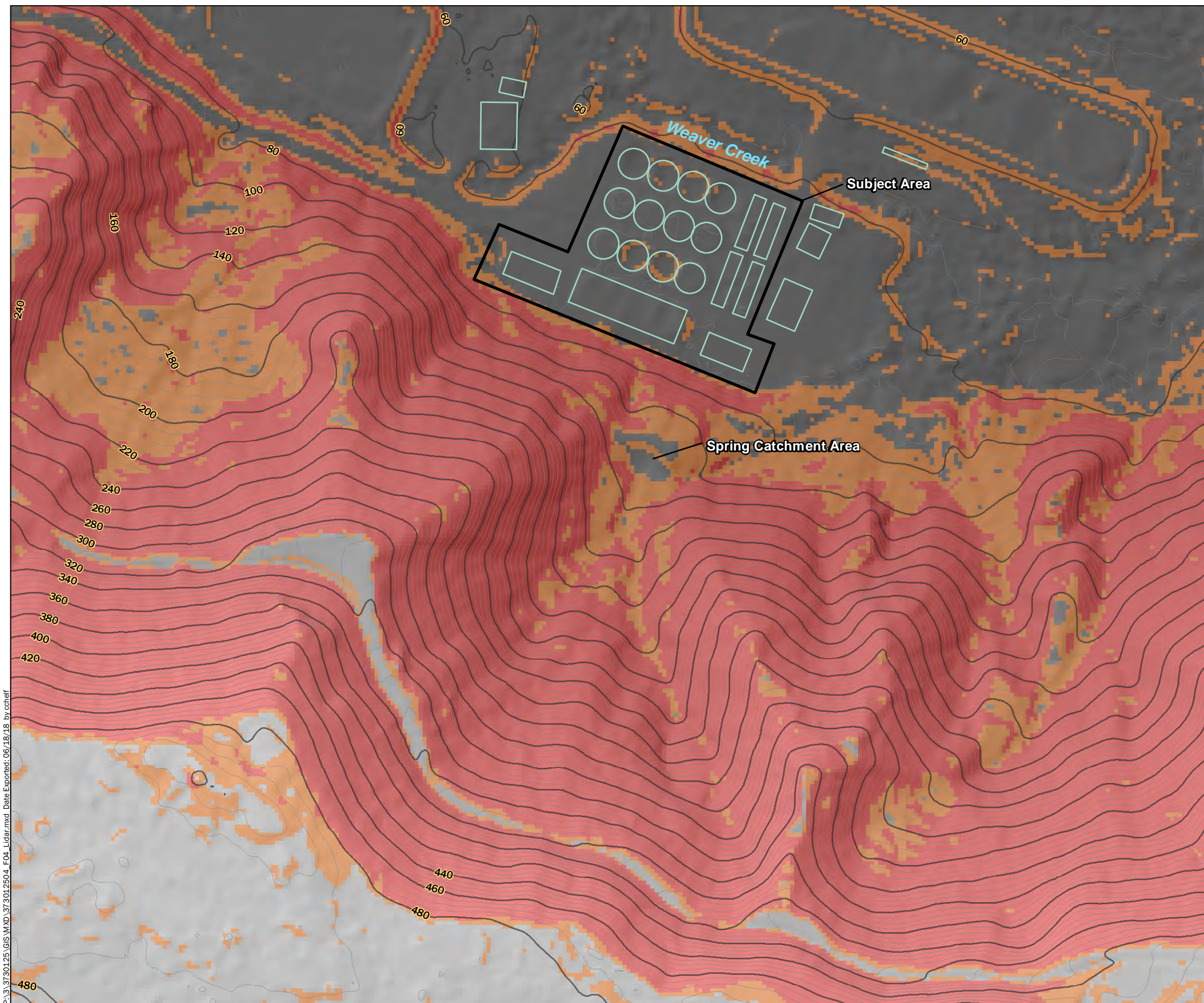
- Notes:**
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Data Source: Base survey provided by DFW on 4/30/18.
 Projection: WA State Plane, South Zone, NAD83, US Foot

- Legend**
- B-1 Boring by GeoEngineers, 2018
 - B-1 Boring by GeoEngineers, 2012
 - TP-1 Test Pit by GeoEngineers, 2012



Site Plan Proposed Features	
Eells Springs Hatchery Renovation Mason County, Washington	
	Figure 3



Legend

- Minor Contour (5 Ft)
- Major Contour (20ft)
- Building Outline

Slope

- 15-39%
- >40%

Elevation Hillshade, <15% Slope

- High : 612 feet
- Low : 44 feet

Notes:

1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Data Source: LiDAR Data downloaded from Puget Sound Lidar Consortium January 2017. Slope and contours generated from LiDAR.

Projection: NAD 1983 HARN StatePlane Washington North FIPS 4601 Feet

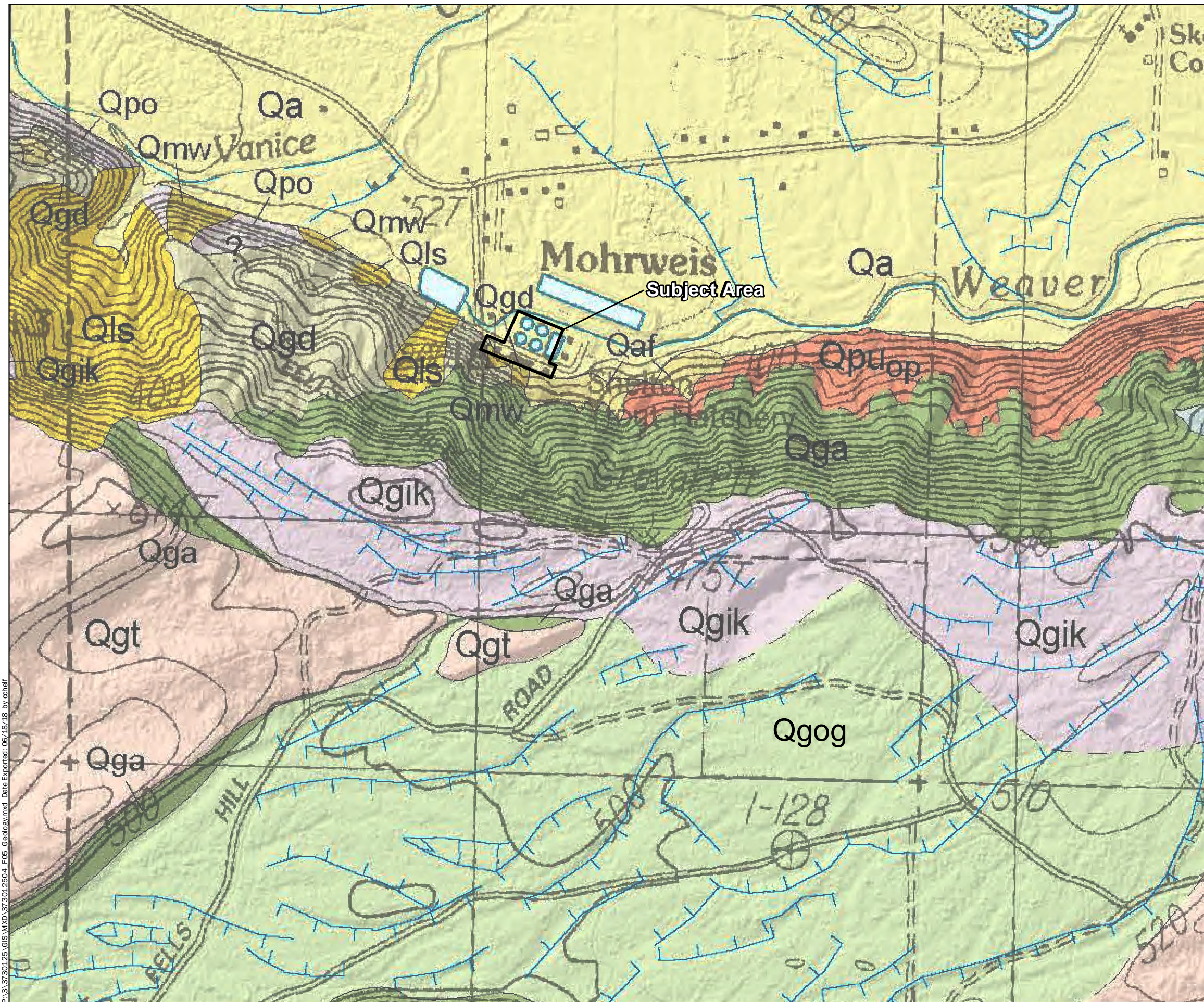
LiDAR 2002

Eells Springs Hatchery Renovation
Mason County, Washington



Figure 4

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- Legend**
- Qls - Landslide deposits
 - Qaf - Alluvial fan deposits
 - Qa - Alluvium
 - QMW - Mass wasting deposits
 - Qgog - Vashon recessional outwash gravel
 - Qgt - Vashon till
 - Qgik - Vashon ice contact kames and kame deltas
 - Qga - Vashon advanced outwash
 - Qgd - Vashon drift undifferentiated
 - Qpu - Prefraser Olympic source glacial and non-glacial deposits

Notes:

1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Data Source: Data downloaded from Puget Sound Lidar Consortium January 2017. Data from Puget Sound Lowlands Lidar 2000-2005
 Projection: NAD 1983 HARN StatePlane Washington North FIPS 4601 Feet

Geologic Map	
Eells Springs Hatchery Renovation Mason County, Washington	
	Figure 5

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APPENDIX A
Previously Completed Explorations

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS	CLEAN GRAVELS <small>(LITTLE OR NO FINES)</small>		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES
		GRAVELS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES
		SAND AND SANDY SOILS		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
		SANDS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS	CLEAN SANDS <small>(LITTLE OR NO FINES)</small>		SW	WELL-GRADED SANDS, GRAVELLY SANDS
		SANDS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		SP	POORLY-GRADED SANDS, GRAVELLY SAND
		SILTS AND CLAYS		SM	SILTY SANDS, SAND - SILT MIXTURES
		SANDS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS, ROCK FLOUR, CLAYEY SILTS WITH SLIGHT PLASTICITY
		LIQUID LIMIT GREATER THAN 50		CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
		LIQUID LIMIT GREATER THAN 50		OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS SILTY SOILS
		LIQUID LIMIT GREATER THAN 50		CH	INORGANIC CLAYS OF HIGH PLASTICITY
		LIQUID LIMIT GREATER THAN 50		OH	ORGANIC CLAYS AND SILTS OF MEDIUM TO HIGH PLASTICITY
HIGHLY ORGANIC SOILS			PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS	

NOTE: Multiple symbols are used to indicate borderline or dual soil classifications

Sampler Symbol Descriptions

	2.4-inch I.D. split barrel
	Standard Penetration Test (SPT)
	Shelby tube
	Piston
	Sonic Core
	Bulk or grab

Blowcount is recorded for driven samplers as the number of blows required to advance sampler 12 inches (or distance noted). See exploration log for hammer weight and drop.

A "P" indicates sampler pushed using the weight of the drill rig.

ADDITIONAL MATERIAL SYMBOLS

SYMBOLS		TYPICAL DESCRIPTIONS
GRAPH	LETTER	
	CC	Cement Concrete
	AC	Asphalt Concrete
	CR	Crushed Rock/ Quarry Spalls
	TS	Topsoil/ Forest Duff/Sod



Measured groundwater level in exploration, well, or piezometer



Groundwater observed at time of exploration



Perched water observed at time of exploration



Measured free product in well or piezometer

Graphic Log Contact



Distinct contact between soil strata or geologic units



Approximate location of soil strata change within a geologic soil unit

Material Description Contact



Distinct contact between soil strata or geologic units



Approximate location of soil strata change within a geologic soil unit

Laboratory / Field Tests

%F	Percent fines
AL	Atterberg limits
CA	Chemical analysis
CP	Laboratory compaction test
CS	Consolidation test
DS	Direct shear
HA	Hydrometer analysis
MC	Moisture content
MD	Moisture content and dry density
OC	Organic content
PM	Permeability or hydraulic conductivity
PP	Pocket penetrometer
SA	Sieve analysis
TX	Triaxial compression
UC	Unconfined compression
VS	Vane shear

Sheen Classification

NS	No Visible Sheen
SS	Slight Sheen
MS	Moderate Sheen
HS	Heavy Sheen
NT	Not Tested

NOTE: The reader must refer to the discussion in the report text and the logs of explorations for a proper understanding of subsurface conditions. Descriptions on the logs apply only at the specific exploration locations and at the time the explorations were made; they are not warranted to be representative of subsurface conditions at other locations or times.

KEY TO EXPLORATION LOGS

Start Drilled 12/20/2011	End 12/20/2011	Total Depth (ft)	34	Logged By Checked By	MJH SWH	Driller	Holocene	Drilling Method	HSA	
Surface Elevation (ft) Vertical Datum		59		Hammer Data		140 lb autohammer		Drilling Equipment		D-50
Easting (X) Northing (Y)		System Datum		Groundwater		Date Measured		Depth to Water (ft)		Elevation (ft)
Notes:				12/20/2011		7.54		51.46		

Elevation (feet)	FIELD DATA					Water Level	Graphic Log	Group Classification	MATERIAL DESCRIPTION	Moisture Content (%)	Fines Content (%)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing							
0							SM	Dark brown silty fine to medium sand with gravel, trace organics (loose, moist) (fill)				
5	10	9		1,2			SP-SM	Brown fine to coarse sand with silt and gravel (loose, moist) (fill)				
5	6	5		3			GP-GM	Brown fine to coarse gravel with silt and sand (loose, moist) (fill)				
5	16	4		4 SA			ML	Gray silt with sand, trace organics (medium stiff, wet) (Alluvium)	46	81		
10	18	37		5			GP-GM	Gray fine to coarse gravel with silt and sand (dense, wet)				
10	9	16		6 SA			SP	Gray fine to coarse gravel with sand, trace silt (medium dense, wet)	16	3		
15	9	25		7			SP	Black fine to coarse sand with gravel, trace silt (medium dense, wet)				
20	13	24		8			GP	Brown fine to coarse gravel with sand, trace silt (medium dense, wet)				
25	10	38		9			SP-SM	Gray fine to coarse sand with silt and gravel (dense, wet)				
30	6	57		10			GP	Gray fine to coarse gravel with sand, trace silt (very dense, wet)				

Notes: See Figure 3 for explanation of symbols.

Log of Boring B-1



Project: Eells Hatchery Culvert Replacement
 Project Location: Shelton, Washington
 Project Number: 3730-125-00

Figure 4
 Sheet 1 of 1

Date: 6/7/18 Path: P:\3730\125\GINT\3730-125-000_GPJ_DBL\Library\Library\GEOENGINEERS_DF_STD_US_GLB\GEBR_GEOTECH_STANDARD_1.tif

Start Drilled 12/20/2011	End 12/20/2011	Total Depth (ft)	34	Logged By Checked By	MJH SWH	Driller	Holocene	Drilling Method	HSA	
Surface Elevation (ft) Vertical Datum		56		Hammer Data		140 lb autohammer		Drilling Equipment		D-50
Easting (X) Northing (Y)		System Datum		Groundwater		Date Measured		Depth to Water (ft)		Elevation (ft)
Notes:				12/20/2011		3.50		52.5		

Elevation (feet)	FIELD DATA						Group Classification	MATERIAL DESCRIPTION	Moisture Content (%)	Fines Content (%)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing	Water Level					
0	12	31				GP-GM	Brown fine to coarse gravel with silt and sand, trace organics (dense, moist)				
0	0	5				SP	Black fine to medium sand, occasional gravel, trace organics (medium dense, wet)				
4	4	20		1 SA				22	1		
6	6	10		2							
11	11	28		3			Grades to with gravel				
8	8	25		4 SA		SP	Gray fine to coarse gravel with sand, trace silt (medium dense, wet)	15	4		
13	13	32		5		SP	Brown fine to coarse sand, trace silt (dense, wet)				
4	4	26		6		GP	Gray fine to coarse gravel with sand, trace silt (medium dense, wet)				

Notes: See Figure 3 for explanation of symbols.

Log of Boring B-2



Project: Eells Hatchery Culvert Replacement
 Project Location: Shelton, Washington
 Project Number: 3730-125-00

Figure 5
 Sheet 1 of 1

Date: 6/7/18 Path: P:\3730\125\GINT\3730-125-000_GPJ_DBL\Library\Library\GEOENGINEERS_DF_STD_US_GLB\GEBR_GEOTECH_STANDARD_5\F

Date Excavated: 9/21/2012
 Equipment: Small Komatsu PC78VS

Logged By: EKV
 Total Depth (ft) 12.0

Elevation (feet)	Depth (feet)	SAMPLE		Graphic Log	Group Classification	Encountered Water	MATERIAL DESCRIPTION	Moisture Content, %	REMARKS
		Testing Sample	Sample Name Testing						
53	1	⊗	2		TS		Brown silty fine to coarse sand with gravel and occasional organics (roots) (loose, moist) (topsoil)		
52	2				GM		Brown silty fine to coarse gravel with sand and occasional organics (roots) and cobbles (loose, moist) (alluvium)		
51	3								
50	4								
49	5								
48	6								
47	7	⊗	% ₃ F		ML		Bluish gray silt with sand (medium stiff, moist) (alluvium)	42	%F=84
46	8								
45	9								
44	10					▽			
43	11								
42	12								

Test pit completed at 12 feet
 Moderate groundwater seepage observed at 10 feet
 Mild caving observed at 0 to 7 feet

Notes: See Figure A-1 for explanation of symbols.
 The depths on the test pit logs are based on an average of measurements across the test pit and should be considered accurate to 0.5 foot.

Log of Test Pit TP-1



Project: Ú![] [•^âÁÚ[] ||" q } ÁQæ { } áÚ[] } áÁ^||• Áæ&@!^
 Project Location: Shelton, Washington
 Project Number: 3730-125-00

Tacoma: Date: 10/10/12 Path: C:\USERS\TINASH\DESKTOP\3730-12500-GPJ_DB\template\lib\template\GEOENGINEERS\GDT\GEI8_TESTPIT_IP_GEOTECH

Date Excavated: 9/21/2012
 Equipment: Small Komatsu PC78VS

Logged By: EKV
 Total Depth (ft) 12.0

Elevation (feet)	Depth (feet)	SAMPLE		Graphic Log	Group Classification	Encountered Water	MATERIAL DESCRIPTION	Moisture Content, %	REMARKS
		Testing Sample	Sample Name Testing						
53	1	X	2 %F	○	SM		Brown silty fine to coarse sand with gravel and organics (roots) (loose, moist) (topsoil)	2	%F=5
52	2			○	GP-GM		Brown fine to coarse gravel with silt and sand and occasional organics (roots) (loose, moist) (alluvium)		
51	3			○					
50	4			○					
49	5			○					
48	6	X	3	○	ML		Brown sandy silt (medium stiff, moist) (alluvium)		
47	7			○					
46	8	X	4	○	GP-GM	▽	Brown gravel with silt, sand and occasional cobbles (medium dense, wet) (alluvium)		
45	9			○					
44	10			○					
43	11			○					
42	12			○					

Test pit completed at 12 feet
 Moderate groundwater seepage observed at 8 feet
 Moderate caving observed at 3 to 5 feet

Notes: See Figure A-1 for explanation of symbols.
 The depths on the test pit logs are based on an average of measurements across the test pit and should be considered accurate to 0.5 foot.

Log of Test Pit TP-2



Project: Proposed Pollution Abatement Pond Eells Hatchery
 Project Location: Shelton, Washington
 Project Number: 3730-125-00

Figure 5
 Sheet 1 of 1

Date Excavated: 9/21/2012
 Equipment: Small Komatsu PC78VS

Logged By: EKV
 Total Depth (ft) 12.0

Elevation (feet)	Depth (feet)	SAMPLE		Graphic Log	Group Classification	Encountered Water	MATERIAL DESCRIPTION	Moisture Content, %	REMARKS
		Testing Sample	Sample Name Testing						
53	1	X	2	TS	GP-GM		Brown silty fine to coarse _____ with occasional gravel and organics (roots) (loose, dry) (topsoil)		
52	2						Brown fine to coarse gravel with silt and sand with occasional cobbles and organics (loose, moist) (alluvium)		
51	3								
50	4								
49	5								
48	6	X	3		ML		Brown sandy silt (medium stiff, moist) (alluvium)		
47	7								
46	8	X	4		GP-GM	▽	Brown fine to coarse gravel with silt and sand, occasional cobbles (medium dense, wet) (alluvium)		
45	9								
44	10	X	5		SM		Brown silty fine sand (medium dense, wet) (alluvium)	47	%F=31
43	11								
42	12								

Test pit completed at 12 feet
 Moderate groundwater seepage observed at 8 feet
 Moderate caving observed at 1 to 5 and 8 to 12 feet

Notes: See Figure A-1 for explanation of symbols.
 The depths on the test pit logs are based on an average of measurements across the test pit and should be considered accurate to 0.5 foot.

Log of Test Pit TP-3



Project: Proposed Pollution Abatement Pond Eells Hatchery
 Project Location: Shelton, Washington
 Project Number: 3730-125-00

Figure 6
 Sheet 1 of 1

Tacoma: Date: 10/10/12 Path: C:\USERS\TINASH\DESKTOP\3730-12500-GPJ_DB\template\lbt\template\GEOENGINEERS\GDT\GEB8_TESTPIT_IP_GEOTEC

APPENDIX B
New Explorations and Laboratory Testing

APPENDIX B NEW EXPLORATIONS AND LABORATORY TESTING

New Explorations

Two borings were completed at the site on April 16, 2018. Approximate locations of subsurface explorations are shown on Figure 2. The exploration locations were established in the field by measuring from existing site features. The locations should be considered accurate to the degree implied by the method used. Approximate ground surface elevations at the exploration locations are shown on the exploration logs.

Borings were advanced using tack-mounted, hollow-stem auger equipment owned and operated by Holocene Drilling, Inc. The borings were completed under the full-time observation of a representative from GeoEngineers.

Soil samples were obtained from the borings using a 1.5-inch inside-diameter split-spoon sampler. The sampler was driven into the soil a total of 18 inches using a 140-pound hammer falling a vertical distance of about 30 inches. The number of blows required to drive the sampler the last 12 inches, or other indicated distances, is recorded on the boring logs.

The borings were logged by a geologist from our firm who identified the exploration locations, classified the soils encountered, obtained soil samples and maintained a detailed log of each exploration. The soils observed in the explorations were visually classified in the field in general accordance with the Unified Soil Classification System (USCS), ASTM International (ASTM) D 2488, which is described on Figure B-1. Representative soil samples obtained from the explorations were logged, placed in durable containers or plastic bags, and transported to our laboratory in Tacoma, Washington. The field classifications were checked in our laboratory.

Summary boring logs are presented on Figures B-2 and B-3. A key to the symbols and terms used on the logs are included on Figure B-1. These logs are based on our interpretation of the field and laboratory data and indicate the various types of soils encountered. They also indicate the approximate depths at which the soils or their characteristics change, although the change may be gradual. If a change occurred between samples in the explorations, the depth of that change was interpreted.

Laboratory Testing

General

Soil samples obtained from the borings were transported to our laboratory and examined to confirm or modify field classifications, as well as to evaluate engineering and index properties of the soil samples. Representative samples were selected for laboratory testing, including moisture content and grain-size distribution. The tests were performed in general accordance with test methods of the ASTM or other applicable procedures.

Soil Classifications

Soil samples obtained from the explorations were visually classified in the field and/or in our laboratory using a system based on the Unified Soil Classification System (USCS) and ASTM classification methods.

The soil samples were visually classified in general accordance with ASTM test method D 2488, and the general methodology of ASTM D 2487 was used to classify the soils based on laboratory tests results.

Moisture Content Testing

Moisture content tests were completed in general accordance with ASTM D 2216 for selected samples obtained from the explorations. The results of these tests are presented on the borings in Appendix B at the depths at which the samples were obtained.

Sieve Analyses

Partial and full sieve analyses were performed on selected soil samples from the explorations. The tests were completed in general accordance with ASTM D 422. The wet sieve analysis method was used to determine the percentage of soil greater than the U.S. No. 200 mesh sieve. The results of the grain-size analyses were plotted, classified in general accordance with the USCS, and presented in Figures B-4 and B-5.

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS	CLEAN GRAVELS <small>(LITTLE OR NO FINES)</small>		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES
		GRAVELS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES
		SANDS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
	SAND AND SANDY SOILS	CLEAN SANDS <small>(LITTLE OR NO FINES)</small>		SW	WELL-GRADED SANDS, GRAVELLY SANDS
		SANDS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		SP	POORLY-GRADED SANDS, GRAVELLY SAND
		SANDS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		SM	SILTY SANDS, SAND - SILT MIXTURES
FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS, ROCK FLOUR, CLAYEY SILTS WITH SLIGHT PLASTICITY
		LIQUID LIMIT LESS THAN 50		CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
		LIQUID LIMIT LESS THAN 50		OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS SILTY SOILS
		LIQUID LIMIT GREATER THAN 50		CH	INORGANIC CLAYS OF HIGH PLASTICITY
		LIQUID LIMIT GREATER THAN 50		OH	ORGANIC CLAYS AND SILTS OF MEDIUM TO HIGH PLASTICITY
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: Multiple symbols are used to indicate borderline or dual soil classifications

Sampler Symbol Descriptions

	2.4-inch I.D. split barrel
	Standard Penetration Test (SPT)
	Shelby tube
	Piston
	Direct-Push
	Bulk or grab
	Continuous Coring

Blowcount is recorded for driven samplers as the number of blows required to advance sampler 12 inches (or distance noted). See exploration log for hammer weight and drop.

"P" indicates sampler pushed using the weight of the drill rig.

"WOH" indicates sampler pushed using the weight of the hammer.

NOTE: The reader must refer to the discussion in the report text and the logs of explorations for a proper understanding of subsurface conditions. Descriptions on the logs apply only at the specific exploration locations and at the time the explorations were made; they are not warranted to be representative of subsurface conditions at other locations or times.

ADDITIONAL MATERIAL SYMBOLS

SYMBOLS		TYPICAL DESCRIPTIONS
GRAPH	LETTER	
	AC	Asphalt Concrete
	CC	Cement Concrete
	CR	Crushed Rock/ Quarry Spalls
	SOD	Sod/Forest Duff
	TS	Topsoil

Groundwater Contact



Measured groundwater level in exploration, well, or piezometer



Measured free product in well or piezometer

Graphic Log Contact

Distinct contact between soil strata

Approximate contact between soil strata

Material Description Contact

Contact between geologic units

Contact between soil of the same geologic unit

Laboratory / Field Tests

%F	Percent fines
%G	Percent gravel
AL	Atterberg limits
CA	Chemical analysis
CP	Laboratory compaction test
CS	Consolidation test
DD	Dry density
DS	Direct shear
HA	Hydrometer analysis
MC	Moisture content
MD	Moisture content and dry density
Mohs	Mohs hardness scale
OC	Organic content
PM	Permeability or hydraulic conductivity
PI	Plasticity index
PP	Pocket penetrometer
SA	Sieve analysis
TX	Triaxial compression
UC	Unconfined compression
VS	Vane shear

Sheen Classification

NS	No Visible Sheen
SS	Slight Sheen
MS	Moderate Sheen
HS	Heavy Sheen

Key to Exploration Logs

Start Drilled	4/16/2018	End	4/16/2018	Total Depth (ft)	30.75	Logged By	CWM	Checked By	SWH	Driller	Holocene Drilling, Inc.	Drilling Method	Hollow-stem Auger
Surface Elevation (ft)	61			Hammer Data	Auto-trip hammer 140 (lbs) / 30 (in) Drop			Drilling Equipment	Diedrich D-50 drill rig				
Vertical Datum	NAVD88			System Datum	WA State Plane South NAD83 (feet)			See "Remarks" section for groundwater observed					
Easting (X)	961112			Notes:									
Northing (Y)	732210												

Elevation (feet)	FIELD DATA					Group Classification	MATERIAL DESCRIPTION	Moisture Content (%)	Fines Content (%)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing					
0						SP-SM	Gravel parking lot			
5	1	2	1			SP-SM	Brown fine to coarse sand with silt and gravel (loose to medium dense, moist) (fill?)			
5	7	12	2	2		SP-SM	Becomes wet	14	6	Groundwater observed at approximately 8½ feet below ground surface during drilling
10	18	2	3			SM	Brown silty fine to coarse sand with gravel (dense, wet)			
15	12	43	4			SP-SM	Brown fine to coarse sand with silt and occasional gravel (dense, wet)	21	5	
20	10	31	6			GP-GM	Brown/gray fine gravel with silt and sand (medium dense, wet)			
25	12	17	7			SW-SM	Brown fine to coarse sand with silt and gravel (very dense, wet)			
30	9	50/3"	7 SA					17	8	

Note: See Figure B-1 for explanation of symbols.
Coordinates Data Source: Horizontal approximated based on GPS (Survey). Vertical approximated based on Locational Survey.

Log of Boring B-1



Project: Eells Springs Hatchery Renovation
Project Location: Mason County, Washington
Project Number: 3730-125-04

Figure B-2
Sheet 1 of 1

Date: 6/20/18 Path: P:\3730\125\GINT\3730\12504.GPJ DBLibrary\Library\GEOENGINEERS_DF_STD_US_JUNE_2017.GLB\GEB_GEOTECH_STANDARD_%F_NO_GW

Start Drilled	4/16/2018	End	4/16/2018	Total Depth (ft)	31.5	Logged By	CWM	Checked By	SWH	Driller	Holocene Drilling, Inc.	Drilling Method	Hollow-stem Auger
Surface Elevation (ft)	61.5			Hammer Data	Auto-trip hammer 140 (lbs) / 30 (in) Drop			Drilling Equipment	Diedrich D-50 drill rig				
Vertical Datum	NAVD88			System Datum	WA State Plane South NAD83 (feet)			See "Remarks" section for groundwater observed					
Easting (X)	961300			Notes:									
Northing (Y)	732122												

Elevation (feet)	Depth (feet)	FIELD DATA				Graphic Log	Group Classification	MATERIAL DESCRIPTION	Moisture Content (%)	Fines Content (%)	REMARKS
		Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing						
80	0					GM	Gravel parking lot				
	5	5	24		SA 1	SM	Brown silty gravel with sand (medium dense, moist) (fill)	6	12	Groundwater observed at approximately 9 feet below ground surface during drilling	
5	7	7	27		SA 2	SM	Brown silty fine to coarse sand with gravel (medium dense, moist)				
5	10	7	19		SA 3	GP-GM	Brown fine to coarse gravel with silt and sand (medium dense, moist) Becomes wet	9	9		
10	15	11	30		SA 4	SP-SM	Brown fine to coarse sand with silt and gravel (medium dense to dense, wet)				
15	20	13	20		SA 5	SP-SM	Brown fine to coarse sand with silt and gravel (medium dense to dense, wet)				
20	25	12	50/6"		SA 6	SW-SM	Brown/gray fine to coarse sand with silt and gravel (dense, wet)	12	7		Blowcount overstated
25	30	18	32		SA 7	SP-SM	Brown fine to coarse sand with silt and occasional gravel (dense, wet)				

Note: See Figure B-1 for explanation of symbols.
Coordinates Data Source: Horizontal approximated based on GPS (Survey). Vertical approximated based on Locational Survey.

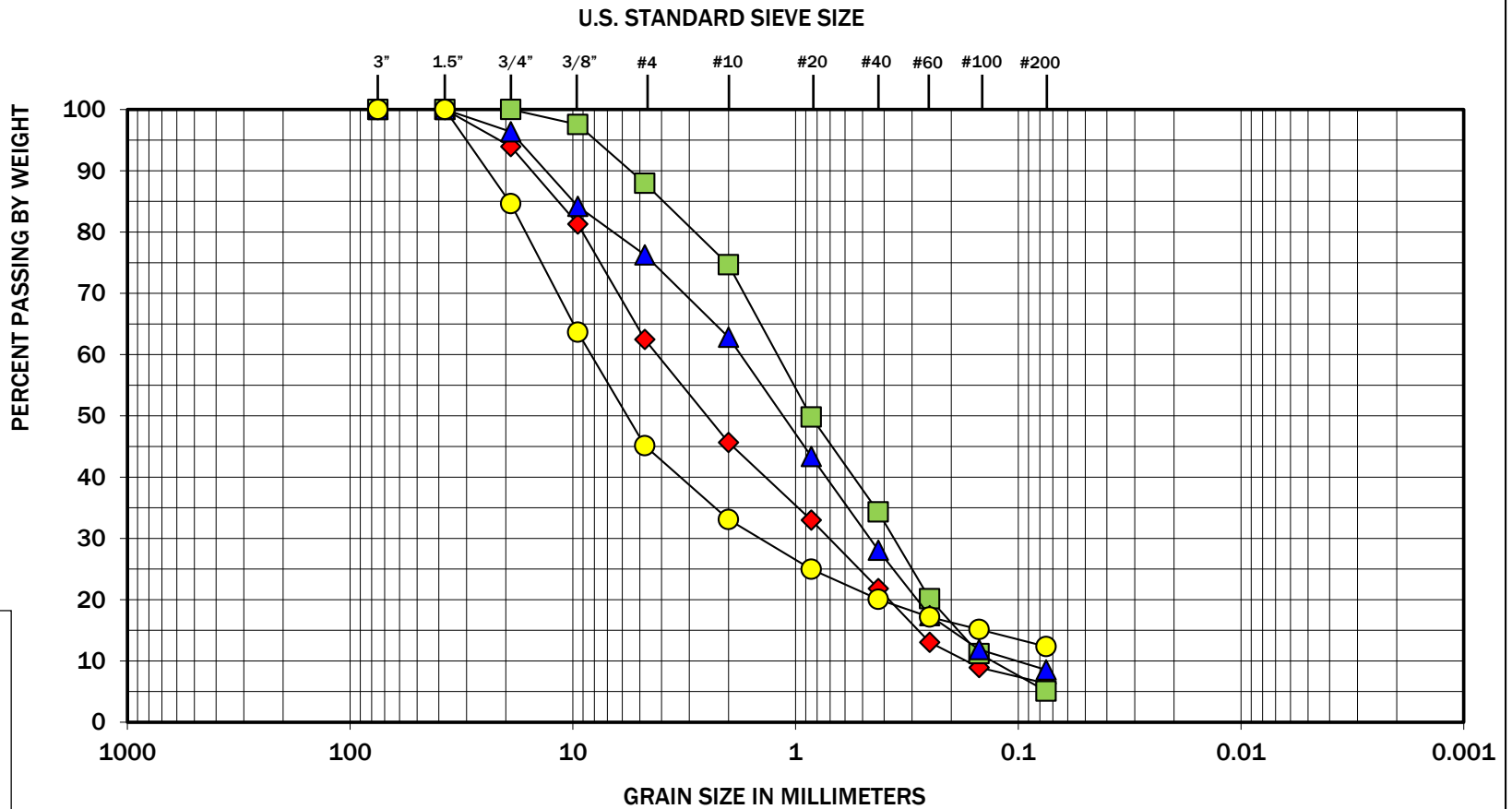
Log of Boring B-2



Project: Eells Springs Hatchery Renovation
Project Location: Mason County, Washington
Project Number: 3730-125-04

Figure B-3
Sheet 1 of 1

Date: 6/20/18 Path: P:\3\3730125\GINT\373012504.GPJ DBLibrary\Library\GEOENGINEERS_DF_STD_US_JUNE_2017.GLB\GEB_GEO TECH_STANDARD_%F_NO_GW



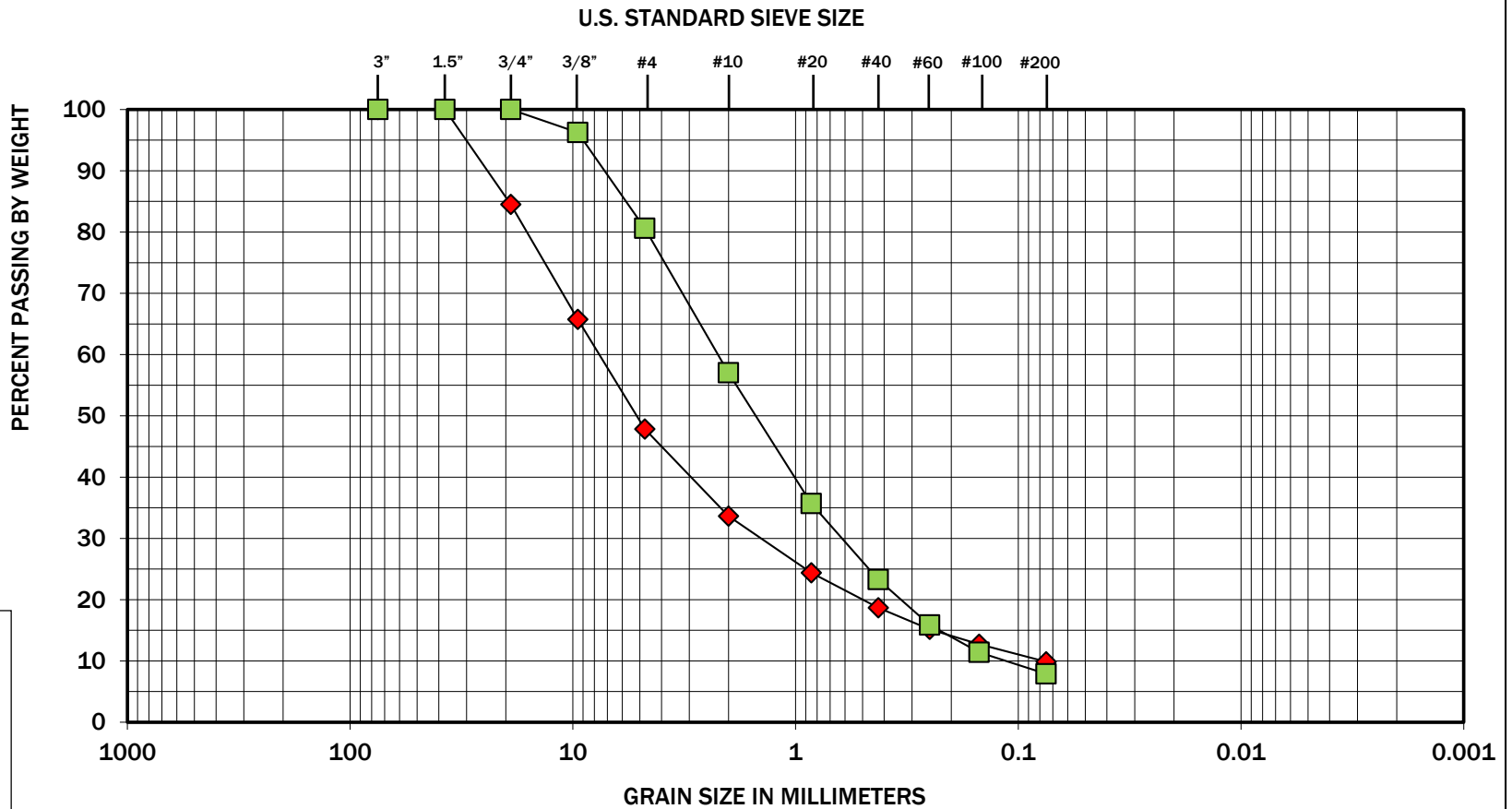
COBBLES	GRAVEL		SAND			SILT OR CLAY
	COARSE	FINE	COARSE	MEDIUM	FINE	

Symbol	Boring Number	Depth (feet)	Moisture (%)	Soil Description
◆	B-1	5	14	Fine to coarse sand with silt and gravel (SP-SM)
■	B-1	20	21	Fine to coarse sand with silt and occasional gravel (SP-SM)
▲	B-1	30	17	Fine to coarse sand with silt and gravel (SW-SM)
●	B-2	2.5	6	Silty fine to coarse gravel with sand (GM)

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The grain size analysis results were obtained in general accordance with ASTM D 6913.





COBBLES	GRAVEL		SAND			SILT OR CLAY
	COARSE	FINE	COARSE	MEDIUM	FINE	

Symbol	Boring Number	Depth (feet)	Moisture (%)	Soil Description
◆	B-2	10	9	Fine to coarse gravel with silt and sand (GP-GM)
■	B-2	25	12	Fine to coarse sand with silt and gravel (SW-SM)

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The grain size analysis results were obtained in general accordance with ASTM D 6913.

GEOENGINEERS
 Eells Springs Hatchery Renovation
 Mason County, Washington
Sieve Analysis Results
Figure B-5

APPENDIX C
Mason County Submittal Checklist
for a Geological Assessment

Mason County Department of Community Development

Submittal Checklist For a Geological Assessment

Instructions:

This checklist must be submitted with a Geological Assessment and completed, signed, and stamped by the licensed professional(s) who prepared the Geological Assessment for review by Mason County pursuant to the Mason County Resource Ordinance. If an item found to be not applicable, the report should explain the basis for the conclusion.

Applicant/Owner _____ Parcel # _____

Site Address _____

- (1) A discussion of geologic conditions in the general vicinity of the proposed development, with geologic unit designation based on referenced maps.
Located on page(s) _____
- (2) (a) A discussion of the ground water conditions at the site,
Located on page(s) _____

(b) A discussion of the estimated depth to water
Located on page(s) _____

(c) A discussion of the quantity of surface seepage
Located on page(s) _____

(d) A discussion of the upslope geomorphology
Located on page(s) _____

(e) A discussion of location of upland waterbodies and wetlands.
Located on page(s) _____
- (3) The approximate depth to hard or dense competent soil, e.g. glacial till or outwash sand.
Located on page(s) _____
- (4) A discussion of any geomorphic expression of past slope instability (presence of hummocky ground or ground cracks, terraced topography indicative of landslide block movement, bowed or arched trees indicating downslope movement, etc.).
Located on page(s) _____
- (5) A discussion of the history of landslide activity in the vicinity, as available in the referenced maps and records.
Located on page(s) _____
- (6) An opinion on whether the proposed development is within the landslide hazard area or its associated buffer or setback and the potential for landslide activity at the site in light of the proposed development.
Located on page(s) _____
- (7) A recommendation by the preparer whether a Geotechnical Report should be required to further evaluate site conditions and the proposed development of the subject property.

Located on page(s) 7

(8) If the presence of a hazard is determined within 300 feet of the proposed development, then the following are delineated on a geologic map/ site map:

(a) the area of the proposed development,
Located on Map(s) Figures 1 through 5

(b) the boundaries of the landslide hazard area (top, both sides, and toe),
Located on Map(s) Figure 4

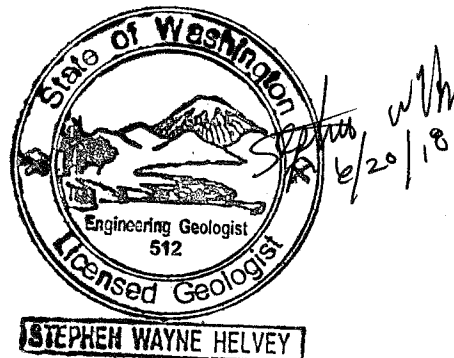
(c) the associated buffers (top, both sides, and toe)
Located on Map(s) none proposed

(d) building or other setbacks (top, both sides, and toe).
Located on Map(s) none proposed

(9) A site map drawn to scale showing the property boundaries, scale, north arrow, and the location and nature of existing and proposed development on the site.

Located on Map(s) Figures 2 through 5

I, Stephen W Helvey hereby certify under penalty of perjury that I am a civil engineer licensed in the State of Washington with specialized knowledge of geotechnical/geological engineering or a geologist or engineering geologist licensed in the State of Washington with special knowledge of the local conditions. I also certify, that the Geological Assessment, dated 6/20/18, and entitled 6611A Springs Hatcher's Geotechnical Report meets all the requirements of the Mason County Resource Ordinance, Landslide Hazard Section, is complete and true, that the assessment demonstrates conclusively that the risks posed by the landslide hazard can be mitigated through the included geotechnical design recommendations, and that all hazards are mitigated in such a manner as to prevent harm to property and public health and safety.
(Signature and Stamp)



Disclaimer: Mason County does not certify the quality of the work done in this Geological Assessment.

APPENDIX D
Report Limitations and Guidelines for Use

APPENDIX D REPORT LIMITATIONS AND GUIDELINES FOR USE¹

This appendix provides information to help you manage your risks with respect to the use of this report.

Geotechnical Services are Performed for Specific Purposes, Persons and Projects

GeoEngineers has performed this geotechnical evaluation of the proposed Hatchery Renovation at the Eells Hatchery near Shelton, Washington, in general accordance with the scope and limitations of our proposal, dated March 16, 2018. This report has been prepared for use by WDFW. This report is not intended for use by others, and the information contained herein is not applicable to other sites.

GeoEngineers structures our services to meet the specific needs of our clients. For example, a geotechnical or geologic study conducted for a civil engineer or architect may not fulfill the needs of a construction contractor or even another civil engineer or architect that are involved in the same project. Because each geotechnical or geologic study is unique, each geotechnical engineering or geologic report is unique, prepared solely for the specific client and project site. No one except WDFW and their agents should rely on this report without first conferring with GeoEngineers. This report should not be applied for any purpose or project except the one originally contemplated.

This Report is Based on a Unique Set of Project-Specific Factors

This report has been prepared for the proposed project at the site described in this report. GeoEngineers considered a number of unique, project-specific factors when establishing the scope of services for this project and report. Unless GeoEngineers specifically indicates otherwise, do not rely on this report if it was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

For example, changes that can affect the applicability of this report include those that affect:

- the function of the proposed structure,
- elevation, configuration, location, orientation or weight of the proposed structure,
- composition of the design team, or
- project ownership.

¹ Developed based on material provided by ASFE, Professional Firms Practicing in the Geosciences; www.asfe.org.

If important changes are made after the date of this report, GeoEngineers should be given the opportunity to review our interpretations and recommendations and provide written modifications or confirmation, as appropriate.

Subsurface Conditions Can Change

This geotechnical or geologic report is based on conditions that existed at the time the study was performed. The findings and conclusions of this report may be affected by the passage of time, by manmade events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations. Always contact GeoEngineers before applying a report to determine if it remains applicable.

Most Geotechnical and Geologic Findings are Professional Opinions

Our interpretations of subsurface conditions are based on field observations from widely spaced sampling locations at the site. Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. GeoEngineers reviewed field and laboratory data and then applied our professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ, sometimes significantly, from those indicated in this report. Our report, conclusions and interpretations should not be construed as a warranty of the subsurface conditions.

Geotechnical Engineering Report Recommendations Are Not Final

Do not over-rely on the preliminary construction recommendations included in this report. These recommendations are not final, because they were developed principally from GeoEngineers' professional judgment and opinion. GeoEngineers' recommendations can be finalized only by observing actual subsurface conditions revealed during construction. GeoEngineers cannot assume responsibility or liability for this report's recommendations if we do not perform construction observation.

Sufficient monitoring, testing and consultation by GeoEngineers should be provided during construction to confirm that the conditions encountered are consistent with those indicated by the explorations, to provide recommendations for design changes should the conditions revealed during the work differ from those anticipated, and to evaluate whether or not earthwork activities are completed in accordance with our recommendations. Retaining GeoEngineers for construction observation for this project is the most effective method of managing the risks associated with unanticipated conditions.

A Geotechnical Engineering or Geologic Report Could Be Subject to Misinterpretation

Misinterpretation of this report by other design team members can result in costly problems. You could lower that risk by having GeoEngineers confer with appropriate members of the design team after submitting the report. Also retain GeoEngineers to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering or geologic report. Reduce that risk by having GeoEngineers participate in pre-bid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Exploration Logs

Geotechnical engineers and geologists prepare final test pit logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering or geologic report should never be redrawn for inclusion in architectural or other design drawings. Only

photographic or electronic reproduction is acceptable, but recognize that separating logs from the report can elevate risk.

Give Contractors a Complete Report and Guidance

Some owners and design professionals believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering or geologic report, but preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with GeoEngineers and/or to conduct additional study to obtain the specific types of information they need or prefer. A pre-bid conference can also be valuable. Be sure contractors have sufficient time to perform additional study. Only then might an owner be in a position to give contractors the best information available, while requiring them to at least share the financial responsibilities stemming from unanticipated conditions. Further, a contingency for unanticipated conditions should be included in your project budget and schedule.

Contractors are Responsible for Site Safety on Their Own Construction Projects

Our geotechnical recommendations are not intended to direct the contractor's procedures, methods, schedule or management of the work site. The contractor is solely responsible for job site safety and for managing construction operations to minimize risks to on-site personnel and to adjacent properties.

Read These Provisions Closely

Some clients, design professionals and contractors may not recognize that the geoscience practices (geotechnical engineering or geology) are far less exact than other engineering and natural science disciplines. This lack of understanding can create unrealistic expectations that could lead to disappointments, claims and disputes. GeoEngineers includes these explanatory "limitations" provisions in our reports to help reduce such risks. Please confer with GeoEngineers if you are unclear how these "Report Limitations and Guidelines for Use" apply to your project or site.

Geotechnical, Geologic and Environmental Reports Should Not Be Interchanged

The equipment, techniques and personnel used to perform an environmental study differ significantly from those used to perform a geotechnical or geologic study and vice versa. For that reason, a geotechnical engineering or geologic report does not usually relate any environmental findings, conclusions or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Similarly, environmental reports are not used to address geotechnical or geologic concerns regarding a specific project.

Biological Pollutants

GeoEngineers' Scope of Work specifically excludes the investigation, detection, prevention, or assessment of the presence of Biological Pollutants in or around any structure. Accordingly, this report includes no interpretations, recommendations, findings, or conclusions for the purpose of detecting, preventing, assessing, or abating Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and/or any of their byproducts.