



#S840-6528-2020
March 21, 2025

**INVITATION TO BID
PUBLIC WORKS
PROJECT NUMBER
EW-C6528**

PROJECT MANUAL

FOR

ROAD IMPROVEMENTS

AT

STEPTOE BUTTE HERITAGE SITE STATE PARK

IN

WHITMAN COUNTY

BID DEADLINE: 1:00 P.M., THURSDAY, MAY 8, 2025

**Bidders are required to submit bid prices electronically through the State
Parks Public Opportunities-MRSC Bonfire Procurement Portal
<https://mrscrosters.bonfirehub.com>**

****BIDS WILL BE OPENED WITHIN THREE BUSINESS DAYS****

**WASHINGTON STATE PARKS & RECREATION COMMISSION
1111 ISRAEL ROAD SW
TUMWATER, WA 98501-6512
POST OFFICE BOX 42650
OLYMPIA, WASHINGTON 98504-2650**



PROJECT MANUAL

FOR

ROAD IMPROVEMENTS

AT

STEPTOE BUTTE HERITAGE SITE STATE PARK

IN

WHITMAN COUNTY

Approved for Construction


A handwritten signature in blue ink that reads "Heather Saunders".

Heather Saunders, Parks Development Director

WASHINGTON STATE PARKS & RECREATION COMMISSION
1111 ISRAEL ROAD SW
TUMWATER, WA 98501-6512
POST OFFICE BOX 42650
OLYMPIA, WASHINGTON 98504-2650


**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

The following sections of the Technical Specifications contained, herein, have been prepared by or under the supervision of the licensee described under "Prepared by" in the following table:

Section No.	Section Name	Prepared by
02 41 00	Demolition	 <p data-bbox="1036 913 1351 1012"> Mark R. Steepy, PE #34853 KPFF Consulting Engineers </p>
31 00 00	Earthwork	
31 10 00	Site Clearing	
31 25 00	Erosion and Sedimentation Control	
31 32 00	Cement Recycled Asphalt Base Treatment (CRABS)	
32 12 16	Hot Mix Asphalt	
32 12 17	Asphalt Paving Reuse	
32 12 18	Aggregate Base Courses	
32 16 23	Sidewalks	
32 17 23	Pavement Markings and Signage	
32 50 00	Guardrails	
33 01 30	CIPP Liner	

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

The following sections of the Technical Specifications contained, herein, have been prepared by or under the supervision of the licensee described under "Prepared by" in the following table:

Section No.	Section Name	Prepared by
32 90 10	Planting	 <p data-bbox="1084 814 1295 842">Signed 3/21/2025</p> <p data-bbox="1019 886 1365 1094">Lessa Millard, PLA, ASLA Principal Landscape Architect inContour 614 S Ferguson Ave Ste 3 Bozeman, MT 59718 (406) 624-9111</p>
32 91 19.13	Topsoil Placement & Grading	

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

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APPENDIX C

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END OF SECTION



STATE OF WASHINGTON
WASHINGTON STATE PARKS AND RECREATION COMMISSION

1111 Israel Road SW • PO Box 42650 • Olympia, WA 98504-2650 • (360) 902-8500
Internet Address: <http://www.parks.wa.gov>

ADVERTISEMENT FOR BID

Sealed bids will be received for the following project:

PROJECT NUMBER:	EW-C6528
PROJECT TITLE:	Steptoe Butte Heritage Site State Park – Road Improvements
PROJECT DESCRIPTION:	The Steptoe Butte project will rebuild 4.1 miles of summit road with new paving, gravel shoulders, and culvert lining. It also includes parking lot repairs, ADA upgrades, guardrails, and landscaping, with optional add-ons for enhanced pavement, extra guardrails, and planting.
PROJECT LOCATION:	The project is located at Steptoe Butte State Park in Whitman County, WA. The park is accessed from Hume Road, address of Colfax WA, 98111 (lat:47.0323, long: -177.2968).
ESTIMATED BID RANGE:	\$ 2,910,000.00 - \$ 3,090,000.00
PROJECT REPRESENTATIVE:	Brian Patnode
PROCUREMENT COORDINATOR	Manuel Iglesias
PREBID WALKTHROUGH:	11:00 AM on Tuesday, April 22, 2025 – participants are to meet at the lower parking lot adjacent to the vault toilet at the project location.
SUBMITTAL DUE DATE/TIME:	1:00 PM on Thursday, May 8, 2025
ELECTRONIC BIDDING:	Bidders are required to register as vendors on the MRSC Bonfire Procurement Portal https://mrscrosters.bonfirehub.com to be eligible to submit bids. All bid submissions must be completed electronically through the State Parks Public Opportunities section of the portal. Bidders must use the official Bid Proposal Form, provided as part of the electronic bid documents, ensuring that all required fields are properly filled out and submitted before the deadline. (See Bonfire support details further down.)

PLANS, SPECIFICATIONS, ADDENDA, AND PLAN HOLDERS LIST: Contractors can access plans and specifications through the State Parks Public Opportunities-MRSC Bonfire Procurement Portal at <https://mrscrosters.bonfirehub.com/portal>.

Important: Bidders are encouraged to “Register as a Prime/GC Interest” on the project details page of the MRSC Rosters Bonfire Procurement Portal to be placed on the Bidders List. This service is free for Prime Bidders, Subcontractors, and Vendors interested in bidding on this project.

Additionally, plans and specifications are available through Builders Exchange Washington, Inc. at <http://www.bxwa.com>. Posted Projects”; “Public Works”, “Washington State Parks and Recreation. Bidders have the option to access Bid Documents, including Specifications and Drawings, at www.parks.wa.gov/contracts by clicking on the Construction Projects link for reference purposes. However, the official channel for bid notifications and addenda is the State Parks Public Opportunities-MRSC Rosters Bonfire Portal, and bidders should rely on it for the most up-to-date information.

PLANS MAY ALSO BE VIEWED THROUGH: Associated Builders And Contractors, Spokane WA; Tri City Construction Council, Kennewick WA; Daily Journal of Commerce, Seattle WA; Weekly Construction Reporter, Bellingham WA; Daily Journal Of Commerce Plan Center, Portland OR; Lower Columbia Contractor Plan Center, Longview WA; Abadan Spokane Plan Center, Spokane WA; ARC Document Solutions, Seattle, WA; Associated General Contractors, Boise, ID; Dodge Construction, Bedford, MA; Hermiston Plan Center, Hermiston, OR; Contractor Plan Center, Clackamas, OR; Wenatchee Plan Center, Wenatchee, WA; Spokane Regional Plan Center, Spokane, WA; Associated General Contractors, Spokane, WA; Walla Walla Valley Plan Center, Walla Wall, WA; Yakima Plan Center, Yakima, WA.

TECHNICAL QUESTIONS regarding this project shall be directed to: Biran Patnode, Project Representative at telephone: (509) 665-4333, email: brian.patnode@parks.wa.gov.

BID RESULTS will be published on the State Parks Public Opportunities-MRSC Rosters Bonfire Portal <https://mrscrosters.bonfirehub.com/portal> following the bid deadline and in the Construction Projects section at www.parks.wa.gov/contracts after the bid submittal. This practice ensures that those involved and interested can readily view bid outcomes, enhancing transparency and efficiency in the bidding process.

THE STATE OF WASHINGTON PREVAILING WAGE RATES are applicable for this public works project. Bidders are responsible to verify and use the most recent prevailing wage rates. The “Effective Date” for this project is the bid submittal time and date above.

BIDDER RESPONSIBILITY will be evaluated for this project. In determining bidder responsibility, the Agency shall consider an overall accounting of the criteria set forth in Division 00 – Supplemental Responsibility Criteria. Please direct questions regarding this subject to the Project Representative.

MANDATORY 15% APPRENTICE LABOR HOURS of the total labor hours are a requirement of this construction contract. Voluntary workforce diversity goals for this apprentice participation are identified in the Instructions to Bidders. Bidders may contact the Department of Labor & Industries, Apprenticeship Section, to obtain information on available apprenticeship programs.

SUBCONTRACTOR LISTINGS: Per RCW 39.30.060, when the bid proposal combined with any alternates totals one million dollars or more, the Bidder must list the Subcontractors they intend to use for structural steel, rebar installation, heating, ventilation, and air conditioning (HVAC), plumbing, and electrical work on the Subcontractor Utilization List form for this project.

ACCESS EQUITY: The successful Bidder is required to complete their vendor registration in Access Equity, a secure B2GNow online vendor management system. Prime Contractors already registered with B2GNow for any public entity must ensure their information is up to date. The system can be accessed either directly at <https://omwbe.diversitycompliance.com/> or via the Office of Minority and Women’s Business Enterprises (OMWBE) website at <https://omwbe.wa.gov/>.

FOR THIS PROJECT, VOLUNTARY DIVERSITY GOALS HAVE BEEN SET: 10% for Minority Business Enterprises (MBE), 6% for Women's Business Enterprises (WBE), 5% for Washington Small Businesses, and 5% for Veteran-owned businesses. While meeting these goals is not mandatory, it is strongly encouraged to promote diversity in business participation.

Bidders may contact the Office of Minority and Women's Business Enterprise (OMWBE) at: <http://omwbe.wa.gov/> to obtain information on certified firms. Bidders may also utilize Washington Small Businesses registered in WEBS at <https://pr-webs-vendor.des.wa.gov/> and Veteran-owned Businesses at <https://www.dva.wa.gov/veterans-their-families/veteran-ownedbusinesses/vob-search>.

Washington State Parks reserves the right to accept or reject any or all proposals and to waive informalities.

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PARKS AND RECREATION COMMISSION
CONTRACTS AND GRANTS

For assistance with the Bonfire Vendor Registration Process, please visit the following link: [Vendor Registration Support](#)

For guidance on the Bonfire Bid Submission Process, refer to this link: [Bid Submission Support](#)

Additional Bonfire Vendor Support resources, including support articles and instructional videos, are available at: [Bonfire Vendor Support](#)

If vendors experience any technical issues, they can contact Bonfire Support via email at Support@GoBonfire.com.

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

INVITATION TO BID

1.1 DESCRIPTION OF WORK

- A. The Steptoe Butte Heritage Site Road Improvements Project, Washington State Parks and Recreation Commission (WSPRC) # S 840-6528-2020, provides for the rehabilitation of the existing 4.1-mile-long asphalt summit access road and associated improvements. Roadway rehabilitation work includes the pulverization of the existing asphalt surfacing and base course, re-compaction of asphalt and base course grindings, and new crushed surfacing top course and asphalt paving to create a consistent 18-foot roadway section with gravel shoulders as shown on the plans. Additional improvements include cured-in-place-pipe (CIPP) lining of existing culverts, pavement restoration at the interpretive and lower summit parking lots, ADA improvements at the interpretive parking lot, guardrail, and landscaping improvements. Project alternates include:
- a. Alternate No. A1: Premium Pavement Rehabilitation Section
 - b. Alternate No. A2: Guardrail Section 1
 - c. Alternate No. A3 Guardrail Section 2
 - d. Alternate No. A4: Planting Area

1.2 LOCATION OF PROJECT

- A. The project is located at Steptoe Butte State Park in Whitman County, WA. The park is accessed from Hume Road, address of Colfax WA, 98111 (lat:47.0323, long: -117.2968).

1.3 TECHNICAL QUESTIONS

- A. Direct project questions to:

All technical questions regarding the project scope, site conditions, or specifications must be directed to the Project Representative, Brian Patnode. He can be reached by phone at (509) 665-4333 (office) or (509) 885-0397 (mobile), or by email at brian.patnode@parks.wa.gov.

1.4 PRE-BID PROJECT SITE TOUR

DATE:	Tuesday, April 22, 2025
TIME:	11:00 AM
LOCATION:	Participants are to meet at the lower parking lot adjacent to the vault toilet at the project location.

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

1.5 BID DEADLINE

- A. Bidders must be registered as vendors through the MRSC Bonfire Procurement Portal <https://mrscrosters.bonfirehub.com/portal>, which is free to sign up for, before submitting their bids electronically through the State Parks Public Opportunities section of the same portal. All bids must be submitted using the Bid Proposal Form, provided as part of the electronic bid documents. Submissions must fully comply with the requirements outlined in Sections 3.1 and 4.1 of the Instructions to Bidders. Bids are due at 1:00 p.m., Thursday, May 8, 2025. Late submissions will not be accepted.
- B. The Agency does not guarantee a specific timeframe for the public release of bid results; however, they are typically available within three business days of the bid opening, often on the same day. Bid results can be accessed through the MRSC Bonfire Procurement Portal <https://mrscrosters.bonfirehub.com/portal> and public notices. Additionally, they may be available on the Washington State Parks website at www.parks.wa.gov/contracts under "Construction Projects – Public Works Bid Results." Bid results may also be shared through Plan Centers, but Bidders should note that the State Parks Public Opportunities - MRSC Rosters Bonfire Procurement Portal serves as the official release point for the Bid Tabulation or Bid Record for this solicitation.
- C. The Agency reserves the right to accept or reject all bids and to waive informalities. The Bidder will allow 60 days from bid opening date for acceptance of its bid by the Agency.

1.6 COVID 19

- A. COVID-19 Refer to the Department of Labor & Industries website for requirements regarding any safety plans needed. [Novel Coronavirus Outbreak \(COVID-19\) Resources \(wa.gov\)](http://www.wa.gov)

1.7 FOR INFORMATION ON:

- A. Bidder Responsibility: Bidder responsibility will be evaluated for this project. In determining bidder responsibility, the Agency will consider an overall assessment of the criteria outlined in Division 00 – Supplemental Responsibility Criteria.

For any questions regarding this topic, please contact the Project Representative or submit a vendor discussion through the State Parks Public Opportunities - MRSC Bonfire Procurement Portal <https://mrscrosters.bonfirehub.com/portal>. To ensure consideration, all inquiries must be received at least seven (7) working days before the bid opening date.

- B. Reciprocal Preference: See Instructions to Bidders 11.1 Reciprocal Preference for Resident Contractors.
- C. Apprenticeship Requirements: For projects estimated at or over \$1,000,000, Apprenticeship Participation, Mandatory 15 percent apprentice labor, see Instructions to Bidders 5.1B Apprenticeship Participation.

**STEPTOE BUTTE HERITAGE SITE STATE PARK
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- D. Subcontractor Listings: When the base bid combined with any alternates totals \$1,000,000 or more, the Bidder must list the Subcontractors they intend to use for structural steel, rebar installation, heating, ventilation, and air conditioning (HVAC), plumbing, and electrical work on the Subcontractor Utilization List form for this project, see Instructions to Bidders 5.1A Subcontractor Listing.
- E. MWBE goals: See Instructions To Bidders 12.1 Minority And Women's Business Enterprise (MWBE) Utilization. For Veteran-Owned and Small Business utilization, see Instruction to Bidders 12.2.
- F. Modification of Bid: See Instructions to Bidders 6.3 Modification of Bid.
- G. Withdrawal of Bid: See Instructions to Bidders 6.4 Withdrawal of Bid.
- H. Bid Guarantee: See Instructions to Bidders 4.1 Bid Bond. No particular bid bond form is required.
- I. Bid Tabulation and Bid Record: See Instructions to Bidders 7.1B for Bid Tabulation, Bid Record, and Announcement of Apparent Low Bid.
- J. Records Request: All submitted bids are subject to public records request once the lowest bidder has been determined and officially announced. See Instructions to Bidders 7.1D Records Request.

1.8 ACCESSIBILITY

- A. Sites may not be fully accessible to people with disabilities. Please contact the Project Representative at least five (5) days prior to scheduled pre-bid tour if special accommodation is required for your attendance.

END OF SECTION

**WASHINGTON STATE PARK AND RECREATION COMMISSION
PUBLIC WORKS PROJECT**

1.1 BIDDER DEFINED

- A. A "*Bidder*" is an entity or person who submits a bid proposal for the work described in the contract documents.
- B. The Bidder must be registered with the Washington State Department of Labor and Industries in accordance with RCW 18.27.020. The contractor registration number, expiration date, Uniform Business Identifier (UBI) number, and federal tax identification number must be entered in the applicable spaces on the Bidder Compliance Form within the Bid Proposal Form.

2.1 EXAMINATION OF THE WORK SITE AND BIDDING DOCUMENTS

- A. Bidder acknowledges that it has taken steps necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and road; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during the work.

The bidder also acknowledges that it has satisfied itself as to character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Agency, as well as from the drawings and specifications made a part of this contract. Any failure of the Bidder to take the actions described and acknowledged in this paragraph will not relieve the Bidder from responsibility for estimating properly the difficulty and cost of successfully performing the work.

- B. No statement by any officer, agent, or employee of the Agency pertaining to the physical conditions of the site of the work will be binding on the Agency other than those statements issued in the contract documents.
- C. Bidders shall promptly notify the Agency of ambiguities, inconsistencies, or errors, if any, which they may discover upon examination of the Bidding Documents or of the site and local conditions.
- D. Interpretations and Clarifications
 - 1) Prospective Bidders seeking clarification or interpretation of the solicitation, drawings, or specifications must submit a written request to the Project Representative listed in the Invitation to Bid or through the **State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal** <https://mrscrosters.bonfirehub.com/portal> by submitting a vendor discussion. Requests must be received at least seven (7) working days prior to the bid deadline to be considered.
 - 2) Any Agency responses that do not modify the Scope of Work outlined in the contract documents may be posted on the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal prior to the bid submission deadline. Such clarifications will not be considered part of the contract documents and do not need to be acknowledged by Bidders in their Bid Proposal Form. The Agency retains sole discretion to determine whether a clarification or interpretation affects the Scope of Work and requires inclusion in the Contract Documents.

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- 3) Changes to the Scope of Work or schedule described in the contract documents will only be issued as written ADDENDA.
- 4) Oral interpretations or clarifications are not legally binding.

E. Substitutions

- 1) The product, equipment, materials, or methods described or noted within the Bidding Documents, whether currently available or not, are to establish a standard of quality, function, appearance and dimension. A proposed substitution shall have equal attributes in all respects.
- 2) No substitution will be considered unless a written request for approval is submitted by the Contractor, after Award, in accordance with the applicable provisions of Section 012500 of the specifications. If no Section 012500 is available, then see section 016000 Product Requirements, sub-section 1.5. Each such request shall describe the proposed substitution in its entirety including name of the material or equipment, drawings, catalog cuts, performance or test data and all other information required for an evaluation. The submittal shall also include a statement noting all changes required in adjoining, dependent or other interrelated work necessitated by the incorporation of the proposed substitute. The Bidder shall bear the burden of proof of merit of the proposed substitution. The Project Representative's decision of approval or disapproval of a proposed substitution shall be final.

3.1 BID PROPOSAL

- A. Bidders must be registered as vendors through the **MRSC Rosters Bonfire Procurement Portal** <https://mrscrosters.bonfirehub.com/portal>. All bid submissions must be made through the State Parks Public Opportunities section on the same portal. The individual who signs and submits the bid through the Bonfire Portal must be an authorized designee responsible for the bid submission.
- B. All bidders for Small Works Projects must be currently registered on the MRSC Small Works Roster (vendor list) found <http://mrscrosters.org/>.
- C. Bidders are required to submit bid prices electronically through the **State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal**. Submissions must be completed using the Bid Proposal Form, provided as part of the electronic bid proposal documents. The Bid Proposal Form is a spreadsheet consisting of four tabs:
 1. Bidder Compliance Form
 2. Bid Form
 3. MWBE
 4. Subcontractor Utilization (if applicable)

All fields in the Bid Proposal Form tabs must be properly and completely filled out to ensure compliance. Failure to fill in all required fields may result in the bid being deemed non-responsive.

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The Bidder Compliance Form must include the Bidder's full and complete address and information, typed in the spaces provided. The Bid Form must be electronically signed in the firm's name, and a typewritten name is acceptable as an electronic signature, provided it complies with electronic submission requirements.

Once the Bid Proposal Form is completed, it must be uploaded in its original form to the appropriate section of the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal <https://mrscrosters.bonfirehub.com/portal>. Bidders are reminded to thoroughly review their submission before uploading to ensure compliance with all instructions and requirements. Incomplete submissions will be deemed non-responsive.

- D. Except as otherwise provided in these instructions, bid proposals that are incomplete, or that are conditioned in any way, or that contain alterations, or items not called for in the contract documents, or that do not conform to the call for bids, may be rejected as non-responsive at the discretion of the Agency unless the law requires that the omission be deemed non-responsive, in which case the bid will be rejected as non-responsive. Only the amounts and information asked for on the Bid Proposal Form and the plans and specifications furnished will be considered as the bid. Bid amounts include all taxes imposed by law, **except** for Washington Sales Tax unless noted otherwise.
- E. Each Bidder must submit their bid exactly as specified and as provided in the Bid Proposal Form. Bidders are required to include bids for all alternates if alternates are indicated on the Bid Form. For alternates that have no charge, the Bidder must type "\$0.00" in the column for the unit price on the Bid Form.
- F. Bidders shall acknowledge receipt of any ADDENDA to the solicitation for bids on the Bid form. Failure to do so may result in the bid being declared non-responsive.
- G. Substitute bid forms will not be considered unless this solicitation authorizes their submission.
- H. The bid prices listed in the Bid Form must include all labor, materials, equipment, overhead, and compensation necessary to complete the work for each item, while the costs for the building permit and public utility hookup fees will either be reimbursed directly to the Contractor or paid by the Agency to the permitting agency and therefore should not be included in the bid amount.
- I. The low Bidder, for purposes of award, shall be the responsive and responsible Bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates selected by the Agency, and within funds available for the project. The Bidder agrees to hold all bid alternate prices for sixty (60) days from date of bid deadline.

4.1 BID GUARANTEE: BID BOND

- A. A bid bond is not required when the total bid amount, including the base bid and all additive alternates, is \$35,000 or less. In such cases, instead of providing a bid bond, Bidders must complete and upload the **Bid Bond Requirement Statement** as part of their bid submission. This ensures compliance with the bidding requirements for projects below the \$35,000 threshold.
- B. When the sum of the base bid plus all additive alternates is greater than \$35,000.00, a bid guarantee in the amount of 5% of the base bid amount is required. Failure of the Bidder to provide bid guarantee when required shall render the bid non-responsive.

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- C. Acceptable forms of bid guarantee are: A bid bond. A scanned copy (e.g., PDF) of the bid bond must be uploaded to the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal (<https://mrscrosters.bonfirehub.com/portal>) along with your bid response to the Agency. See also, Section 6.1 SUBMISSION OF BID.
- D. The Bidder will allow 60 days from bid deadline for acceptance of its bid by the Agency.
- E. Should the successful Bidder fail to enter into a contract and furnish a satisfactory performance bond within 15 days after receiving properly prepared contract forms from the Agency, the bid bond may be forfeited as liquidated damages for advertisements and administration of bid procedures. Additionally, the Agency reserves the right to terminate the contract award.
- F. Bid bonds must be held for the three low bids for 30 days or until a contract is executed with the successful Bidder. All other bid bonds will be released or returned to the Bidders within 15 days of the bid deadline.

5.1 REQUIREMENTS FOR PROJECTS ESTIMATED AT \$1,000,000 OR MORE

A. SUBCONTRACTOR LISTING

Pursuant to [RCW 39.30.060](#), if the base bid combined with the sum of the alternates exceeds one million dollars (\$1,000,000.00) or more for the construction, alteration, or repair of any public building or public work of the state shall require each Bidder to submit as part of the bid the names of subcontractors with whom the Bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation and air conditioning, plumbing, and electrical, structural steel installation, rebar installation or to name itself for the work. The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the Bidder must indicate which subcontractor will be used for which alternate.

Subcontractor listing is not required for Small Works Projects under \$350,000.

Failure of the Bidder to submit as part of the bid, the names of such subcontractors, or to name itself to perform such work, or the naming of two or more subcontractors to perform the same work, or failure to sign the form shall render the bid as non-responsive and therefore void.

B. APPRENTICESHIP PARTICIPATION

In projects estimated to cost one million dollars (\$1,000,000.00) or more, be aware that the following requirements will be part of the resulting contract.

Apprenticeship requirements do not apply to Small Works Projects estimated below \$350,000.

In accordance with [RCW 39.04.320](#) (Apprenticeship Training Programs), for all public works estimated by the Agency Project Engineer to cost **one million dollars or more**, the state of Washington requires no less than **15% of the labor hours be performed by apprentices**. A contractor or subcontractor may not be required to exceed the 15% requirement. The bid advertisement and Bid Proposal Form shall establish a minimum required percentage of apprentice labor hours compared to the total labor hours. The project's apprenticeship utilization rate is calculated using the approved affidavits from the L&I portal.

**WASHINGTON STATE PARK AND RECREATION COMMISSION
PUBLIC WORKS PROJECT**

1. **Incentives** - The Contractor who meets or exceeds this utilization requirement on eligible contracts, will be awarded a monetary incentive described in the Apprentice Utilization Requirements section of the Bid Proposal Form.
2. **Penalties** - The Contractor who fails to meet the utilization requirement and fails to demonstrate a Good Faith Effort, as outlined below, is subject to penalties described in the Apprentice Utilization Requirements section of the contract Bid Proposal Form. Contractor will receive an invoice payable to the Agency within 30 days. The contractor will have 30 days to pay the penalty invoice at the time of receipt before the penalty is considered outstanding. Contractors with outstanding apprenticeship penalties may be considered non-responsive.
3. **Cost Value** - The expected cost value associated with meeting the goal is included in the Base Bid as described on the Bid Proposal Form.
4. **Utilization Plan** - The Contractor shall provide an Apprentice Utilization Plan (Plan) demonstrating how and when they intend to achieve the Apprenticeship Utilization Requirement. The Plan shall have enough information to track the Contractor's progress in meeting the utilization requirement. The Contractor shall submit the Plan on the Apprentice Utilization Plan template within 10 business days of Notice to Proceed of the contract and prior to submitting the first invoice. The Contractor shall provide an updated Plan during the course of construction when there are significant changes to the Plan which may affect their ability to meet the requirement.
 - a) The Plan shall be uploaded to the Department of Labor & Industries' (L&I): ***Prevailing Wage Intents and Affidavit (PWIA) system on L&I's website.***
 - b) The Plan is not submitted for approval.
 - c) It is expected that the Contractor will actively seek out opportunities to meet the Apprentice Utilization Requirement during construction even if the Plan indicates a shortfall in meeting the requirement.
 - d) If the Plan indicates that the Contractor will not attain the Apprentice Utilization Requirement, then Contractor must submit "Good Faith Effort" (GFE) documentation with their Plan to L&I's PWIA system.

C. APPRENTICESHIP - GOOD FAITH EFFORT (GFE)

1. **Good Faith Effort (GFE)** documentation shall describe in detail why the Contractor is not or was not able to attain the Apprentice Utilization Requirement.
 - a) Contractors may submit Good Faith Effort (GFE) documentation at any time during the construction.
 - b) All GFE documentation must be submitted no later than 30 days before substantial completion.
 - c) Only the awarding Agency can approve GFEs. The Department of Labor & Industries (L&I) may provide assistance but does not have approval authority
 - d) The Awarding Agency must document its GFE decision in writing, including any monetary penalty if denied.

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- e) Good Faith Effort (GFE) documentation must be in signed letter format uploaded to the PWIA system and include:
1. The contract number, title and the apprentice utilization requirements,
 2. The amount of apprentice labor hours the contract can or did attain along with the percentage of labor hours,
 3. Contractors may receive a GFE credit for graduated Apprentice hours through the end of the calendar year for all projects worked on as long as the Apprentice remains continuously employed with the same Contractor they were working for when they graduated. If an Apprentice graduates during employment on a project of significant duration, they may be counted towards a GFE credit for up to one year after their graduation or until the end of the project (whichever comes first). Determination of whether or not Contract requirements were met in good faith will be made by subtracting the hours from the journeyman total reported hours for the project and adding them to the apprentice hour total. If the new utilization percentage meets the Contract requirement, the Contractor will be reported as meeting the requirement in good faith,
 4. Anticipated or actual shortfall (in apprentice labor hours and percentage) and the reason(s) for not attaining the required apprentice labor hours,
 5. Information from one or more of the following areas:
 - (a) Names of any State-Approved Apprentice Training Programs contacted with the name(s) of person(s) contacted and dates of contacts, and a copy of each response from the Training Program(s),
 - (b) Reference Contract Specifications or documents that affected the Contractor's ability to attain apprentice utilization,
 - (c) Discuss efforts the Contractor has taken to require Subcontractors to solicit and employ apprentices,
 6. Backup documentation to the letter consisting of the following:
 - (a) Letters, emails, phone logs including names dates and outcomes, posters, photos, payrolls, timecards, schedules, copies or references to other contract specifications or documents.

Additional Resource Information

- (a) For questions regarding how to complete the Apprentice Utilization Plan template or Good Faith Effort documentation, please contact the Project Manager listed in the Bid Advertisement.
- (b) Step-by-step instructions on how to access and navigate the L&I's PWIA system, including uploading required documents can be found on the L&I website.
- (c) Additional information about apprentice utilization on Public Works Project can be found on the L&I website.

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6.1 SUBMISSION OF BID

- A. Bids must be submitted on or before the time as specified in the Invitation to Bid.
- B. Bid responses will only be accepted electronically through the State Parks Public Opportunities section using the MRSC Rosters Bonfire Procurement Portal as specified in the Invitation to Bid. <https://mrscrosters.bonfirehub.com/portal>.
- C. People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, braille, etc.) need to contact the Agency ten (10) working days prior to the scheduled bid deadline.
- D. In the event the MRSC Rosters Bonfire Procurement Portal is unavailable to all users at the bid submittal deadline, the Agency will contact the Bidders within 24 hours and the Agency will extend the bid submittal time.
- E. Neither Agency nor MRSC Rosters Bonfire Procurement Portal can guarantee the availability of Internet connectivity or related telecommunication and hosting services and will not be liable or responsible if the Bidder and its representative(s) or designee(s) cannot connect to the MRSC Rosters Bonfire Procurement Portal.
- F. The Bidder must comply with the MRSC Rosters Bonfire Portal's Terms of Service (<https://gobonfire.com/termservice/>) when submitting the Bid through the MRSC Rosters Bonfire Procurement Portal.

6.2 BID CLOCK:

- A. After the 1 P.M. bid deadline, which serves as the official bid clock to determine timely submission, Agency staff will review the bids. The MRSC Rosters Bonfire Procurement Portal does not permit submissions after the deadline, so bidders must ensure their bids are submitted on time. Late submissions will not be accepted under any circumstances.
- B. CAUTION: To avoid issues, submit your bid response electronically well in advance of the deadline to account for potential technological delays, slow-downs, or malfunctions. Bids received after the deadline, regardless of the reason or responsibility, will be rejected.

6.3 MODIFICATION OF BID

- A. Bidders may update their bid electronically via the MRSC Rosters Bonfire Procurement Portal before the bid due date.

Modifying: Modifying refers to altering information already contained in a submitted bid. If your submission has been finalized but needs modifications, you may update it electronically before the bid due date by navigating to the Submissions page and un-submitting your submission.

NOTE: Un-submitting removes your original bid, so ensure you resubmit before the deadline. Only upload updated files; unchanged files remain in place. A new confirmation email will be sent upon resubmission.

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6.4 WITHDRAWAL OF BID

- A. Withdrawal refers to a bid that has already been submitted to the Agency. A bid response may be withdrawn electronically by the Bidder's authorized representative before the Bid Deadline (due date) for the bid. The FAILURE TO WITHDRAW a bid prior to the bid due date deadline exposes the Bidder to the possibility that the Agency will make a demand against the Bidders bid bond.
- B. Procedure for Withdrawing a Bid After Bid Deadline Due to Error: If a Bidder discovers an error in its bid following the bid deadline, the Bidder must submit written notification of the withdrawal to contracts@parks.wa.gov within 24 hours following the bid deadline. Follow the example subject line. Example email subject line: SW-C9999 Withdraw Bid ACME Construction Inc.
- The Bidder must provide written documentation of the claimed error to the satisfaction of the Agency within 72 hours following the bid deadline.
 - The Agency will approve or disapprove the request for withdrawal of the bid in writing. If the Bidder's request for withdrawal of its bid is approved, the Bidder will be released from further obligation to the Agency without penalty. If it is disapproved, the Agency may retain the Bidder's bid bond.

6.5 REJECTION OF BID

- A. The Agency reserves the right to reject any or all bids and to waive informalities in connection with the bids.

7.1 BID EVALUATION AND AWARD OF CONTRACT

- A. Award of contract will be made by the Agency based upon any combination of the base bid and alternates that, in the Agency's sole discretion, is in the Agency's best interest considering price, schedule, and other factors. The numbering of the alternates in the bid proposal bears no relationship to the order in which the alternates may be selected by the Agency. Additionally, the Agency reserves the right to negotiate base bid prices (including changes to the contract plans and specifications) with the low responsive, responsible Bidder to bring the final contract amount within the funds available per RCW 39.04.015.
- B. **BID TABULATION, BID RECORD AND ANNOUNCEMENT OF APPARENT LOW BID:**

The Agency does not guarantee when the Bid results will be released to the public. The bid results are usually released within three business days of the bid deadline and often the same day. Bid results can be obtained from MRSC Rosters Bonfire Procurement Portal (<https://mrscrosters.bonfirehub.com/portal>) and viewing public notices. Bid Results may also be obtained by accessing the Washington State Parks webpage at www.parks.wa.gov/contracts (see "Construction Projects- Public works bid results"). The Bid results may also be released through the Plan Centers. But, Bidders are cautioned that the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal is the official release point for the Bid Tabulation or Bid Record for this solicitation.

The bid tabulation will identify all bids received by the Agency. Bids that were not rejected and not withdrawn prior to the bid deadline will be ranked by base bid price. The first three lowest base bids will reflect detailed pricing information. The remaining Bidders will reflect only the base bid pricing. Bids that were rejected for any reason will reflect **Non-Responsive** in the bid tabulation but may include its total pricing.

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The bid record will list all bids received, ordered alphabetically. Rejected bids will not show detailed pricing. The bid record is used for projects with Alternates. The Agency may consider Alternate Bid Items in any combination. The low Bidder for award purposes is the responsive Bidder offering the lowest aggregate amount for the base bid plus selected alternates, within available project funds.

Release of the Bid Tabulation or Announcement of the Apparent Low bid information that a Firm was identified as the apparent low base bid simply means that at this point in time the Agency believes the subject bid was the lowest cost responsive bid, but designation as the apparent low responsive bid is not a guarantee of a contract with the Agency. The Agency reserves the right to reevaluate the bid and determine whether the bid was responsive and responsible and successful as first thought. The Bidder identified as the apparent low responsive bid is cautioned not to commit funds, resources, and effort prior to receiving an actual executed contract. The Bidder identified as the apparent low responsive bid that commits funds, resources, and effort prior to a contract do so at its own risk and peril.

Within two (2) business days following the day of the release of the Bid Tabulation/Bid Record or the Announcement of the Apparent Low bid, the Bidder may file a Protest (Protest procedures are outlined in Section 9.1).

- C. **REJECTION LETTER & PROTEST:** No matter the phase of the evaluation, if the Agency determines that the bid is not responsive or the Bidder is not responsible, the Agency will reject the bid/bidder, and send the bidder a Rejection Letter explaining why the bid/bidder was rejected. Within two (2) business days following the day of the release of the Rejection Letter, the Bidder may file a Protest, provided it meets one of the three (3) protest grounds (Protest procedures are outlined in Section 9.1 E.). The Rejection Letter will be sent by email/email attachment to the email address provided by the Bidder in the Bidder's bid response.
- D. **RECORDS REQUEST:** All submitted bids are subject to public records request once the lowest bidder has been determined and officially announced.

After the announcement of the lowest bidder, any member of the public may request access to the bid documents. No official format is required for making a records request; however, the Agency recommends that requests be made through the Public Records Request Center on our website: <https://parks.wa.gov/about/contact-us/public-records-requests>.

- E. The intent of the Agency is to award a contract to the low responsive, responsible bidder.

8.1 RESPONSIVE AND RESPONSIBLE BIDDER

- A. The Agency will evaluate bids responsiveness and responsibility in the MRSC Rosters Bonfire Procurement Portal <https://mrscrosters.bonfirehub.com/portal>.
- B. **RESPONSIVE** - A bid will be considered responsive if its electronic response meets the following requirements:
 - 1. It is received at the proper submittal time, date and location online through the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal.
 - 2. It meets the required requested information of the Bid Proposal Form through the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal.
 - 3. It meets the requirements as stated in section 3.1. of the Instructions To Bidders.

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4. It is submitted by a licensed/registered contractor within the state of Washington at the time of bid deadline and is not banned from bidding by the Department of Labor and Industries.
5. It is accompanied by a bid guarantee, if required.

If inconsistencies or errors are noted in the bid proposal prices, the **unit and lump sum prices have precedence over their total amounts**; and the **total amounts have precedence over the total base bid**.

The apparent low Bidder, for purpose of award, is the responsive and responsible Bidder offering the low aggregate amount for the base bid plus selected additive or deductive bid alternates and meeting all other bid submittal requirements.

C. RESPONSIBLE – Before award of a public works contract, a Bidder must meet the following **mandatory responsibility criteria** under [RCW 39.04.350](#) (1) & (2) to be considered a responsible Bidder and qualified to be awarded a public works project. The individual who has signed/submitted the Bid through the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal shall be the authorized designee responsible for bid submissions. The Bidder must:

1. At the time of bid submittal, have a certificate of registration in compliance with [RCW 18.27](#), a plumbing contractor license in compliance with [RCW 18.106](#), an elevator contractor license in compliance with [RCW 70.87](#), or an electrical contractor license in compliance with [RCW 19.28](#) as required under the provisions of those chapters;
2. Have a current state Unified Business Identifier (UBI) number;
3. If applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in [RCW 51](#); an employment security department number as required in [RCW 50](#); and a state excise tax registration number as required in [RCW 82](#);
4. Not be disqualified from bidding on any public works contract under [RCW 39.06.010](#) or [39.12.065\(3\)](#);
5. 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; and
6. Public Works and Prevailing Wage Training/Exemption. Bidders shall 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 website. Responsible parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption.

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<https://lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/contractor-training>

7. Within the three-year period immediately preceding the bid solicitation, not have been determined by a final a 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, any provision of Chapters 49.46, 49.48, or 49.52 RCW. By signing the Bid Proposal Form, the bidder verifies under penalty of perjury, pursuant to RCW 9A.72.085. that the bidder is in compliance with this subsection
8. **Supplemental Responsibility Criteria:** In addition to the mandatory Bidder responsibility, the Agency may adopt relevant supplemental criteria for determining Bidder responsibility applicable to a particular project which the Bidder must meet (RCW 39.04.350 (3)).
 - a. If applicable, the Agency shall consider an overall accounting of the attached supplemental criteria for determining Bidder responsibility “DIVISION 00 SUPPLEMENTAL RESPONSIBILITY CRITERIA”.
 - b. At least seven (7) days prior to the bid submittal deadline, a potential Bidder may request that the Agency modify the supplemental responsibility criteria. The Agency will evaluate the information submitted by the potential Bidder and respond before the bid submittal deadline. If the evaluation results in a change of the criteria, the Agency will issue an ADDENDA to the bidding documents identifying the new criteria. The Addendum will be posted as a public notice in the State Parks Public Opportunities-MRSC Rosters Bonfire Procurement Portal.
 - c. Upon the Agency’s request, the apparent low Bidder must supply the requested responsibility information within two (2) business days of request by the Agency. Withholding information or failure to submit all the information requested within the time provided may render the bid non-responsive and the bid/Bidder may be rejected by Rejection Letter. The rejection is specific to this project and will have no effect on other or future projects.
 - d. The Agency will not execute a contract with any other Bidder until two (2) business days after the Bidder determined to be not responsible has received the rejection letter.

9.1 PROTEST PROCEDURES

A. GENERAL:

This protest process is a courtesy provided by the Agency and it is not governed by Washington’s Administrative Procedures Act (APA), RCW 34.05, nor does it confer any additional rights above and beyond what the Bidder already enjoys as a taxpayer. The purpose of this process is to allow the Agency to correct evaluation process errors and problems before a contract is executed.

Only a Bidder may file a protest regarding this solicitation.

The Bidder must strictly adhere to the protest process as set forth herein, the failure of which may result in a summary determination that the protest is without merit without an opportunity to cure.

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B. FORM AND CONTENT:

All protests must:

- Be in writing.
- The protest must state and clearly articulate the grounds for the protest with specific facts and complete statements of the action(s) being protested.
- A description of the relief or corrective action being requested should also be included.
- All protests shall be addressed to the Procurement Coordinator.

C. CONTENT LIMITATIONS:

The Agency does not currently mandate any page limitation. However, the protest must be clearly articulated, succinct, organized, logical, and professional.

The Agency will reject protests that:

- fail to state and clearly articulate at least one of the three GROUND S;
- contain rants, attacks, and/or disparaging or abusive remarks;
- include multiple attachments or references (document dumping, document overload); or,
- appear to require the reader piece together voluminous amounts of material to decipher the argument being made.

D. SUBMISSION OF PROTEST:

- All protests must be submitted within two (2) business days following the day of the release of the Bid Tabulation/Announcement of the Apparent Low bid or after the formal Rejection Letter is sent. For purposes of timing the day of the release of the Bid Tabulation or the day of the Rejection Letter is sent to the Bidder shall not count.
- Bidders must send all protests to: contracts@parks.wa.gov. See also Subject Line.
- SUBJECT LINE: Must include the bid's identification number, and "PROTEST" in the subject line. Failure by the Bidder to include this information in the subject line may result in Bidder's protest not being timely recognized.

E. GROUNDS WHICH MAY BE PROTESTED:

- Conflict of Interest on the part of Agency staff.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document.

Protests will be rejected as without merit if they do not clearly and convincingly meet one of the GROUND S above and/or seems to address issues such as:

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- An evaluator's professional judgment on the quality of a response, or
- The Agency's assessment of its own and/or other agencies' needs or requirements, or,
- Issues, concerns, objections, or requests for changes that were or could have been addressed prior to the bids due date deadline.

Protests that do not clearly and convincingly meet the requirements and standards described herein are without merit and may be rejected.

F. MANAGER ASSIGNMENT AND REVIEW:

Upon receipt of a protest that meets the requirements described herein, a protest review will be held by the Agency. The Agency will assign a Manager. The Manager is responsible for reviewing and investigating the Bidder's written protest and may meet with agency staff or the agency program that was involved in the solicitation. The Manager may consider the record and all reasonably available facts and will issue a protest determination in writing within fifteen (15) business days from receipt of the protest. If additional time is needed, the Manager will notify the protesting party of the need for additional time within 15 business days from receipt of the protest.

In the event a protest may affect the interest of another Bidder that submitted a response, the Agency may reach out to that Bidder, may provide an unedited copy of the protest to that Bidder, and may invite that Bidder to submit its views and any relevant information on the protest to the Manager.

G. PROTEST DETERMINATION AND FINDINGS AND DISSEMINATION:

The Manager's protest determination may:

- Find the protest lacking in merit and reject the protest;
- Find only technical or harmless errors in the Agency's acquisition process and determine the Agency to be in substantial compliance and reject the protest; OR
- Find merit in the protest and provide THE AGENCY options which may include:
 - Correcting the errors and re-evaluating all responses;
 - Canceling the solicitation and possibly for a new solicitation to take place; OR
 - Making other findings and determining other courses of action as appropriate.

If the Agency rejects the protest, the Agency will enter into a contract with the Apparent Successful Bidder no sooner than two (2) business days after issuance of the protest determination by email to the protesting party at the email address indicated on the party's bid documents. For the purposes of timing, the date the protest determination is sent to the protesting party shall not count.

Dissemination: The Agency will disseminate the decision to all interested Bidders via email/email attachment to the email address provided by the Bidder in the Bidder's bid response.

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H. AGENCY DECISION IS FINAL:

The Manager's protest determination constitutes the agency's final decision regarding the protest. If the protesting party disagrees with the protest determination, the Bidder may seek judicial relief in the Washington Superior Court for Thurston County within two (2) business days of the issuance of the protest determination.

I. STRICT COMPLIANCE

Strict compliance with these protest procedures is essential in furtherance of the public interest. Any aggrieved party that fails to comply strictly with these protest procedures is deemed, by such failure, to have waived and relinquished forever any right or claim with respect to alleged irregularities in connection with the solicitation or award of the Contract. No person or party may pursue any judicial or administrative proceedings challenging the solicitation or award of this Contract, without first exhausting the administrative procedures specified herein.

J. REPRESENTATION

An aggrieved party may participate personally or, if a corporation or other artificial person, by a duly authorized representative. Whether or not participating in person, an aggrieved party may be represented, at the party's own expense, by counsel.

K. COMPUTATION OF TIME

In computing any period of time prescribed by this procedure, the day of the act or event from which the designated period of time begins to run is not included. The last day of the period is included. The term "business day" does not include Sunday, Saturday, or Washington State recognized holiday.

L. ACKNOWLEDGEMENT

By submitting a bid in response to this solicitation, the Bidder acknowledges that it has reviewed and acquainted itself with the bid protest procedures herein and agrees to be bound by such procedures as a condition of submitting a bid.

10.1 EXECUTION OF CONTRACT

- A. The successful bidder will be required to execute the contract and furnish performance bond and insurance certificate satisfactory to the Agency within 15 days after receiving properly prepared contract documents from the Agency.

11.1 RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS

- A. In accordance with RCW 39.04.380 the State of Washington is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor.

A nonresident contractor from a state that provides a percentage bid preference means a contractor that:

- a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts.

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- b) at the time of bidding on a public works project, does not have a physical office located in Washington.

The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed, and for an individual, the individual's state of residence.

All nonresident contractors will be evaluated for out of state bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.

This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

- B. A Comparable Percentage Disadvantage (CPD) will be applied to the bid of that nonresident contractor. The CPD is the in-state contractor percent advantage provided by the contractor's home state. For the purpose of determining the successful bidder, multiply the Nonresident Contractor bid amount by the CPD. The "bid amount" is be the total of the base bid and all accepted alternate bid items. The CPD is added to the Nonresident Contractor bid amount which equates to the Nonresident Disadvantage Total. The Nonresident Disadvantage Total is compared to the Washington contractor bid amounts. The bidder with the lowest total is the successful bidder. See example below.

Alaska Nonresident Contractor Bid Amount	\$100,000
Multiplied by the Alaska CPD	x 0.05
<hr/>	
Alaska CPD Total	\$ 5,000
Alaska Nonresident Contractor Bid Amount	\$100,000
Alaska CPD Total	\$ 5,000
<hr/>	
Nonresident Disadvantage Total	\$105,000*

* Note – If the Nonresident Disadvantage Total is lower than all other Washington contractor bid amounts, the Alaska Nonresident Contractor is the successful bidder and will be awarded a contract for the bid amount of \$100,000.

If the Nonresident Disadvantage Total is higher than a Washington contractor bid amount, the successful Washington bidder will be awarded a contract for the bid amount.

12.1 MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MWBE) UTILIZATION

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids, no minimum level of MWBE participation is required as a condition for receiving an award, and bids will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

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A. VOLUNTARY MWBE GOALS

1. The following voluntary numerical MWBE participation goals have been established for this solicitation:

MBE 10% WBE 6%

2. These goals are voluntary, but achievement of the goals is encouraged. Bidders may contact OMWBE at <http://omwbe.wa.gov/> to obtain information on certified firms.

B. REPORTING REQUIREMENTS

1. If any part of the contract, (including the supply of materials and equipment) is subcontracted using certified MWBE firms during completion of the work, then prior to final acceptance or completion of the contract or as otherwise indicated in the contract documents the Bidder shall submit a statement of participation indicating that MWBEs were used and the dollar value of their subcontracts.
2. The provisions of this section are not intended to replace or otherwise change the requirements of RCW 39.30.060. If said statute is applicable to this contract then the failure to comply with RCW 39.30.060 will still render a bid non-responsive.

C. RECORD KEEPING

1. The Bidder shall maintain, for at least three years after completion of this contract, relevant records and information necessary to document the level of utilization of MWBEs and other businesses as subcontractors and suppliers in this contract as well as any efforts the Bidder makes to increase the participation of MWBEs. The Bidder shall also maintain, for at least three years after completion of this contract, a record of all quotes, bids, estimates, or proposals submitted to the Bidder by all businesses seeking to participate as subcontractors or suppliers in this contract. The State shall have the right to inspect and copy such records. If this contract involves federal funds, Bidder shall comply with all record keeping requirements set forth in any federal rules, regulations, or statutes included or referenced in the contract documents

D. SUGGESTED EFFORTS TO INCREASE PARTICIPATION BY MWBEs

1. Bidders are encouraged to advertise opportunities for subcontractors or suppliers in a manner reasonably designed to provide MWBEs capable of performing the work with timely notice of such opportunities, and all advertisements shall include a provision encouraging participation by MWBE firms. Advertising may be done through general advertisement (e.g., newspapers, journals, etc.) or by soliciting bids directly from MWBEs.
2. Additional Voluntary Efforts. Bidders are encouraged to:
 - (a) Break down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by MWBEs and other small businesses.
 - (b) Provide interested MWBEs with adequate and timely information about plans, specifications, and requirements of the Contract.

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- (c) Establish delivery schedules, where the requirements of this contract permit, that encourage participation by MWBEs and other small businesses.
 - (d) Reduce bonding requirements where practicable.
 - (e) Utilize the services of available minority community organizations, minority contractor groups, local minority assistance offices, and organizations that provide assistance in the recruitment and placement of MWBEs and other small businesses.
3. The actions described in this section should supplement efforts to provide information to all qualified firms, and nothing in this section is intended to prevent or discourage the Bidders from inviting proposals for participation from non-MWBE firms as well as MWBE firms.

E. NON-DISCRIMINATION

1. Bidders shall not create barriers to open and fair opportunities for all businesses including MWBEs to participate in all State contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Bidder shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, or the presence of any mental or physical disability in an otherwise qualified disabled person.

F. SANCTIONS

1. Any violation of the mandatory requirements of this part of the contract shall be a material breach of contract for which the Bidder may be subject to a requirement of specific performance, or damages and sanctions provided by contract, by RCW 39.19.090, or by other applicable laws.

12.2 VETERAN-OWNED BUSINESS AND SMALL, MINI, AND MICRO BUSINESS UTILIZATION

The State of Washington encourages participation in all of its contracts by Veteran-owned businesses (defined in RCW 43.60A.010) and located at:

<http://www.dva.wa.gov/program/certified-veteran-and-servicemember-owned-businesses> and Small, Mini and Micro businesses (defined in RCW 39.26.010) which have registered in WEBS at <https://pr-webs-vendor.des.wa.gov/>.

1. The following voluntary numerical WDVA and Small Business participation goals have been established for this solicitation:

WDVA 5% Small Business 5%

2. These goals are voluntary, but achievement of the goals is encouraged. Bidders may search Washington Small Businesses registered in WEBS at:

<https://pr-webs-vendor.des.wa.gov/> and WA Veteran-owned Businesses at <https://www.dva.wa.gov/veterans-their-families/veteran-ownedbusinesses/vob-search> to obtain information on registered firms.

**WASHINGTON STATE PARK AND RECREATION COMMISSION
PUBLIC WORKS PROJECT**

12.3 SUBCONTRACTOR PARTICIPATION MONITORING AND REPORTING

- A. Once a contract is awarded through the solicitation or proposal process, the awarded Prime Contractor is obligated to complete the vendor registration in Access Equity. Access Equity is a secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. Prime Contractors that have previously registered with B2Gnow for any public entity, must verify the system has updated information. Contractors can access the system at:

<https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women’s Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

- B. Each month during the contract, the Prime Contractor will report payments to ALL Subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the Subcontractor, payment dates, and any additional information required to verify payment to Subcontractors. The Prime Contractor will enter this payment information into the Access Equity system, and the Subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both Prime Contractors and Subcontractors.

END OF INSTRUCTIONS TO BIDDERS

/ / / / /

Steptoe Butte Heritage Site State Park

Road Improvements

EW-C6528

<https://mrscrosters.bonfirehub.com/portal>

The Bidder will submit the Bid to State Parks Public Opportunities

MRSC Bonfire Procurement Portal



Bidder Compliance Form |

Contractor Information

Person Signing Bid	_____	Firm Name	_____
Title Person Signing	_____	Physical Address	_____
Contractor Registration #	_____	City, State, ZIP	_____
Taxpayer Identification #	_____	Phone #	_____
Washington UBI #	_____	Cellular Phone #	_____
WA ESD #	_____	Email Address	_____

The Bidder Compliance Form verifies compliance with State of Washington Public Works Bid Laws and associated Project Documents. It highlights key project components and ensures acknowledgment. Failure to acknowledge this form within the Bid Form, as directed, will render the bid non-responsive. Acknowledging the form does not alter the bidder's obligation to comply with all contract documents if awarded the project.

Bidder's Declaration

The Bidder declares that they have carefully examined the site of the proposed work, the Drawings, Specifications and all of the conditions affecting the work. Therefore, the Bidder proposes to provide all labor, equipment, materials, and permits and to perform all work as required by, and in strict accordance with the Contract Documents as shown on the bid proposal form.

Bid Acceptance and Agency Discretion

The Agency reserves the right to accept or reject all bids and to waive informalities. The Bidder will allow 60 days from bid opening date for acceptance of its bid by the Agency.

Registration and Required Licenses

The Bidder is a registered contractor in compliance with Chapter 18.27 RCW. If applicable, as the prime contractor, the Bidder self-performing plumbing work holds the required licensure under Chapter 18.106 RCW. Similarly, if self-performing elevator work, the Bidder holds the necessary license in accordance with Chapter 70.87 RCW. Additionally, if the Bidder is self-performing electrical work, they are properly licensed under Chapter 19.28 RCW.

Time for Completion

Bidder agrees to complete project (including accepted alternates) in accordance with drawings and specifications within **120** calendar days from the date provided on the Notice to Proceed letter.

Liquidated Damages

It is agreed that liquidated damages, in the amount of **\$1,500.00**, shall be levied for each and every calendar day by which the completion of the work is delayed beyond the time fixed for completion or extension of the contract.

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The Bidder will submit the Bid to State Parks Public Opportunities

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Bid Form

Unit prices and estimated quantities shall be used to determine the Base Bid

These prices shall also be used to adjust the Contract in the event there is an increase or decrease in the estimated quantities. All costs shall be “in place” costs and complete, **excluding State Sales Tax**. In the event of an irregularity, the unit price prevails. The Agency reserves the right to make mathematical corrections of multiplication or addition errors on the bid form.

Trench Excavation Safety Provisions

If the contract contains any work which requires trenching exceeding a depth of four (4) feet, all costs for adequate trench safety systems shall be identified as a separate bid item in compliance with Chapter 39.04 RCW. The purpose of this provision is to ensure that the bidder agrees to comply with all relevant trench safety requirements of Chapter 49.17 RCW. This bid amount shall be considered part of the total base bid. **Include a lump sum dollar amount (even if the value is \$0.00) to be considered responsive to the bid solicitation.**

Wage Certification

The bidder certifies under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct: within the three-year period immediately preceding the bid solicitation date, the bidder has not been 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.

Base Bid Items (Be sure to include unit prices)

Item No.	Description	Est Qty	Unit Type	Unit Price	Total Amount
1	Trench Excavation Safety Provisions	1	LS.		\$0.00
2	Road and Site Improvements	1	LS.		\$0.00
Total Base Bid					\$0.00

Alternate Bid Items

Item No.	Description	Est Qty	Unit Type	Unit Price	Total Amount
A1	Premium Pavement Rehabilitation Section	1	LS.		\$0.00
A2	Guardrail Section 1	1	LS.		\$0.00
A3	Guardrail Section 2	1	LS.		\$0.00
A4	Planting Area	1	LS.		\$0.00
Total Alternates					\$0.00

Apprentice Utilization Requirements

Item No.	Description	Est Qty	Unit Type	Unit Price	Total Amount
----------	-------------	---------	-----------	------------	--------------

The apprentice labor hours required for this project are 15% of the total labor hours. The undersigned agrees to utilize this level of apprentice participation. A monetary incentive of \$1,000.00 will be paid to the contractor meeting the apprentice utilization requirement. A monetary penalty will be applied to the contractor failing to meet the utilization requirement and failing to demonstrate a Good Faith Effort. The penalty will be \$100.00 per percentage point not utilized.

Expected Apprenticeship Utilization cost value to be included in the bid associated with meeting the goals:

\$

Receipt of Addenda

List all addenda received, separated by commas (e.g., "1, 2, 3, 4"). Do not list only the final number (e.g., "4"). If no addenda, type "N/A." Failure to follow this may render your bid non-responsive.

Bid Acknowledgment and Compliance Certification

By signing and returning this form, you acknowledge compliance with the bid requirements. Failure to sign and submit this form will result in the bid being considered non-responsive.

/s/ Signature of Authorized Official
Typing your name can count as a signature.

Date

Steptoe Butte Heritage Site State Park

Road Improvements

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<https://mrscrosters.bonfirehub.com/portal>

The Bidder will submit the Bid to State Parks Public Opportunities - MRSC Bonfire Procurement Portal



MWBE, WA Small Business, Veteran-Owned Business Utilization Certification

The bidder certifies good faith efforts to provide opportunities to MWBEs, Small Businesses, and Veteran-Owned Businesses. If awarded, the bidder commits to utilizing these firms or approved substitutes on the project. If no such firms will be used, enter "N.A." on the first line.

	Firm Name, Address	Federal I.D. #	Type of Work	Certificate Number	MBE%	WBE%	Small Business%	Veteran Business%
1								
2								
3								
4								
Totals					0.00%	0.00%	0.00%	0.00%

The bidder may add rows for additional MWBE/WA Small and Veteran-Owned Business Utilization Certifications.

Steptoe Butte Heritage Site

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The Bidder will submit the Bid to State Parks Public Opportunities

MRSC Bonfire Procurement Portal



Subcontractor Utilization List

Subcontractor Utilization List (If Applicable)

In compliance with the contract documents, the following subcontractor list is submitted:

SUBCONTRACTOR LISTING - RCW 39.30.060

If the base bid and the sum of the additive alternates is **ONE MILLION DOLLARS OR MORE**, the Bidder shall provide names of the subcontractors with whom the Bidder will directly subcontract for performance of the following work. If the Bidder intends to perform the work, the Bidder must enter its name for that category of work.

- A. Submission Deadline: **The completed and signed Subcontractors List must be submitted with bid.**
- B. List Subcontractors: The Bidder shall indicate on the Subcontractors List the names of the subcontractors with whom the Bidder, if awarded the contract, will directly subcontract for performance of the work of heating, ventilation, and air conditioning, plumbing as described in Chapter 18.106 RCW, electrical as described in Chapter 19.28 RCW, structural steel installation, and rebar installation.
- C. List Bidder if Bidder Performing Work: If the Bidder will self-perform the work in any of the five areas required, the Bidder shall name itself for the work on the Subcontractors List.
- D. 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.
- E. Substitution of Subcontractors: Substitution of any listed subcontractor may only be according to the procedure and parameters set forth in RCW 39.30.060.
- F. 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, or failure to sign the form shall render the Bidder's bid non-responsive and, therefore, VOID.**
- G. The Subcontractor Utilization List is intended to discourage bid shopping, not to verify subcontractor qualifications. The Agency does not use the Subcontractor Utilization List as a tool to disqualify or qualify bidders.
- H. Applicable to Direct Subcontractors: The requirement of this section to name the Bidders' proposed heating, ventilation and air conditioning, plumbing, electrical, structural steel installation, and rebar installation subcontractors applies only to proposed heating, ventilation and air conditioning, plumbing, electrical, structural steel installation, and rebar installation subcontractors who will contract directly with the Bidder.
 - 1 **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

Category of Work	Bidder MUST check one box for each Category of Work. 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, or the project does not include this work.
Electrical	<input type="checkbox"/> Name of Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work, or the project does not include this work.
Plumbing	<input type="checkbox"/> Name of Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work, or the project does not include this work.

Bidder may attach a separate sheet for additional alternate bid subcontractors

- 2 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.

Category of Work	Bidder MUST check one box for each Category of Work. If subcontracting 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, or the project does not include this work.
Rebar Installation	<input type="checkbox"/> Name of Subcontractor: _____ <input type="checkbox"/> Bidder will self-perform this work, or the project does not include this work.

Bidder may attach a separate sheet for additional alternate bid subcontractors

/s/ Signature of Authorized Official

Typing your name can count as a signature.

**Steptoe Butte Heritage Site State Park
Road Improvements
EW-C6528**

<https://mrscrosters.bonfirehub.com/portal>

**The Bidder will submit the Bid Bond (if Applicable) to State Parks Public Opportunities
MRSC Bonfire Procurement Portal**



Bid Bond Requirements

Bid Guarantee: See Instructions to Bidders 11.1 Bid Bond. No particular bid bond form is required. Failure of the Bidder to provide bid guarantee when required shall render the bid non-responsive.

Bid Bond Threshold

- 1 A bid bond is not required if the total bid amount, including all additive alternates, is \$35,000 or less.
- 2 For bids exceeding \$35,000, a bid bond of 5% of the total bid amount is mandatory.

Acceptable Forms

- 1 Acceptable forms of bid guarantee: A bid bond, and must be submitted as part of the bid response.
- 2 Scanned copies of the bid bond (e.g., PDF) are acceptable and should be included with the electronic bid submission

Submission Process

- 1 Include the bid bond in a single PDF file.
- 2 At the time of bid, the bidder must upload an electronic copy of the acceptable bid guarantee to the State Parks Opportunities via MRSC Portal Bonfire <https://mrscrosters.bonfirehub.com/portal>

Retention and Forfeiture

- 1 Bid bonds for the three lowest bidders will be retained for 30 days or until a contract is executed with the successful bidder.
- 2 All other bid bonds will be released within 15 days of the bid opening.
- 3 If the successful bidder fails to execute the contract or provide a performance bond within 15 days of receiving the contract forms, the bid bond may be forfeited as liquidated damages.

Bid Validity Period

- 1 Bidders must allow for a 60-day acceptance period from the bid opening date.

Important Reminder

- 1 Review all bid documents thoroughly to ensure compliance with submission requirements, including proper completion and inclusion of the bid bond when applicable.

For further details or clarification, refer to Section 11.1 of the "Instructions to Bidders" in the project manual. If you have questions, contact contracts@parks.wa.gov

Check the box to the left if the total bid, including all additive alternates, is \$35,000 or less, and include this statement with your bid response. No bid bond is required for bids at or below this amount. For bids exceeding \$35,000, a bid bond must be submitted instead. Failure to provide a required bid bond will render the bid non-responsive.

STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS

**SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA
WITH INCLUSION PLAN AND APPRENTICESHIP REQUIREMENTS**

Low Responsible Bidder

It is the intent of the Agency to award a contract to the lowest responsive and responsible Bidder. In determining the Bidder's responsibility, the Agency shall consider an overall accounting of the items listed below. Potential Bidders may request the Agency modify the Bidder responsibility criteria. The request must be in writing and submitted at least 7 days prior to the bid opening.

The apparent low bidder shall submit the required information within **two (2)** business days of receiving request from the Agency. This request may be made in the form of a telephone call or email message. The required information shall be provided on the referenced forms bound herein. Electronic copies may be made available upon request. Failure to submit such information to the satisfaction of the Agency within the time provided may render the Bidder as not responsible.

1.1 REQUIRED INFORMATION/CRITERIA

- A. For the purposes of the Supplemental Bidder Responsibility evaluation process, the scope of this project generally involves:
Rehabilitating the 4.1-mile summit access road by grinding and repaving the existing surface to create a consistent 18-foot-wide roadway with gravel shoulders. Additional work includes culvert lining, pavement restoration at parking lots, ADA upgrades, guardrail installation, and landscaping. The project also includes optional upgrades for premium paving, additional guardrail sections, and a planting area.
- B. Experience Of Contractor On Projects Of Similar Size And Complexity: Contractor is required to have successfully completed at least **Three (3)** projects of similar type, size and complexity to this project, each with a contract amount of at least **\$1,000,000.00** within the last **seven (7)** years.
- C. List of Completed Projects (Use Form 1, Contractor Experience Detail): Provide a list of all the construction contracts **\$1,000,000.00** and above your firm has completed within the past **Seven (7)** years, giving the name of the project; name, address, and phone numbers of Owner and architect representatives; final contract amount; date of completion; and percentage of the cost of the work performed with your firm's own forces. This information will be used for reference reviews.

2.1 EXPERIENCE OF KEY PERSONNEL

- A. Experience of Project Manager (Use Form 2, Résumé of Key Personnel for Proposed Contract): Submit resume and references for the proposed Project Manager. This person shall have managed, as lead project manager, a minimum of **Three (3)** projects of similar type, size and complexity to this project, and successfully completed those projects within the last **ten (10)** years.
- B. Experience of Superintendent (Use Form 2, Résumé of Key Personnel for Proposed Contract): Submit resume and references for the proposed project Superintendent. This person shall have performed as the lead Superintendent for a minimum of **Three (3)** projects of similar type, size and complexity to this project, and successfully completed those projects within the last **ten (10)** years.

STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS

3.1 DIVERSE BUSINESS INCLUSION PLAN (USE FORM 3)

- A. Washington state goals are: Minority Business Enterprise (MBE) 10%, Women's Business Enterprise (WBE) 6%, WA Small Business 5% and WA Veterans 5%. The apparent low bidder is required to submit a Diverse Businesses Inclusion Plan for all projects with a Maximum Allowable Construction Cost (MACC) over \$1M.

The Diverse Business Inclusion plan shall include the apparent low bidder's anticipated participation goals, the subcontractors anticipated to be used on this project, a list of diverse businesses near the project, the project's diverse expert, and past performance using diverse businesses.

4.1 APPRENTICESHIP (USE FORMS 1 & 4)

- A. For each public works project with an apprenticeship utilization goal that was completed by the Bidder within three (3) years of the bid submittal date for this project, the Bidder shall submit the following:

- A list of such projects;
- The owner and contact information for the owner's representative;
- The apprenticeship utilization percentage goal for the project;
- The actual utilization percentage by the Bidder; and
- An explanation of any extenuating circumstances that contributed to the Bidder not meeting the goals.

(Use Form 4 for projects not listed on Form 1)

The Agency may contact previous owners to validate the information provided by the Bidder and shall consider whether the goals were mandatory or voluntary, and the validity of any explanation of extenuating circumstances.

5.1 REFERENCES FROM OWNERS AND ARCHITECTS FOR PREVIOUS PROJECTS (AGENCY USES FORM 5, REFERENCE EVALUATION QUESTIONNAIRE)

- A. The Agency may check references by contacting owners and architects of the bidder's previous projects regarding the bidder's performance and that of key staff. A reference score sheet will be utilized and the rating shall be satisfactory or better on a five-category scale with "satisfactory" at mid-scale.

6.1 OVERALL SCORING (FORM 6, RESPONSIBILITY CRITERIA EVALUATION SCORE SHEET)

- A. The Agency will use this form to complete and document the overall evaluation process.

END OF SECTION

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS
Supplemental Bidder Responsibility
Form 1 - Contractor Experience Detail**

Contractor Information:		
Contractor Legal Name:		Contact Person and their Position/Title:
Project Superintendent:		Project Manager:
Physical Address (Physical and Mailing Addresses are the Same <input type="checkbox"/>):		Mailing Address:
Telephone:	Cell Phone:	Email Address:

Project Information:	
Project:	Is this project relevant to the proposed project? Yes <input type="checkbox"/> No <input type="checkbox"/>
Project Description:	Location: As Prime: <input type="checkbox"/> As Sub: <input type="checkbox"/>
Original Contract Amount: \$ Final Contract Amount: \$	Original Contract Days: Final Contract Days:

Owner Information:	
Owner's Business Name:	Contact Person and their Position/Title:
Mailing Address :	Telephone: Email Address:

Architect/Engineering Information:	
Owner's Business Name:	Contact Person and their Position/Title:
Mailing Address :	Telephone: Email Address:

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS
Supplemental Bidder Responsibility
Form 2 - Resume of Key Personnel**

Name:	Role in this Contract:	Years Experience	
		Total	With Current Firm
Firm Name and Location (City and State):			
Training/Education/Specialization:			
Years of Experience in the Proposed Role:			

RELEVANT PROJECTS			
Project Title:		Year Completed	
Project Owner:			
Brief Description (Brief scope, size, cost, etc.) and specific role:		Check if project performed with current firm. <input type="checkbox"/>	
		If performed with different firm list the firm name	
Reference Name & Contact Information:			
Project Owner:		Project Architect:	
Name:		Name:	
Phone:		Phone:	
E-mail		E-mail:	

RELEVANT PROJECTS			
Project Title:		Year Completed	
Project Owner:			
Brief Description (Brief scope, size, cost, etc.) and specific role:		Check if project performed with current firm. <input type="checkbox"/>	
		If performed with different firm list the firm name	
Reference Name & Contact Information:			
Project Owner:		Project Architect:	
Name:		Name:	
Phone:		Phone:	
E-mail		E-mail:	

RELEVANT PROJECTS			
Project Title:		Year Completed	
Project Owner:			
Brief Description (Brief scope, size, cost, etc.) and specific role:		Check if project performed with current firm. <input type="checkbox"/>	
		If performed with different firm list the firm Name	
Reference Name & Contact Information:			
Project Owner:		Project Architect:	
Name:		Name:	
Phone:		Phone:	
E-mail		E-mail:	

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

RELEVANT PROJECTS		
Project Title:		Year Completed
Project Owner:		
Brief Description (Brief scope, size, cost, etc.) and specific role:		Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm Name
Reference Name & Contact Information:		
Project Owner:		Project Architect:
Name:		Name:
Phone:		Phone:
E-mail		E-mail:

RELEVANT PROJECTS		
Project Title:		Year Completed
Project Owner:		
Brief Description (Brief scope, size, cost, etc.) and specific role:		Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm Name
Reference Name & Contact Information:		
Project Owner:		Project Architect:
Name:		Name:
Phone:		Phone:
E-mail		E-mail:

RELEVANT PROJECTS		
Project Title:		Year Completed
Project Owner:		
Brief Description (Brief scope, size, cost, etc.) and specific role:		Check if project performed with current firm. <input type="checkbox"/> If performed with different firm list the firm Name
Reference Name & Contact Information:		
Project Owner:		Project Architect:
Name:		Name:
Phone:		Phone:
E-mail		E-mail:

STEPTOE BUTTE HERITAGE SITE STATE PARK ROAD IMPROVEMENTS

Supplemental Bidder Responsibility Form 3 - Prime Contractor Diverse Business Inclusion Plan

Prime Contractor Name: _____

For the purposes of this form, Washington State-certified diverse businesses are defined as follows:

- *Minority Business Enterprise (MBE)*, *Women’s Business Enterprise (WBE)*, or combination of the two. Certified by the Office of Minority and Women’s Business Enterprises (OMWBE): <http://omwbe.wa.gov/>
- *Veteran-owned Business*. Certified by the Department of Veteran’s Affairs (DVA): <http://dva.wa.gov/>
- *Small Business* (includes Mini and Micro businesses). Certified through the Washington Electronic Business Solution (WEBS): <https://fortress.wa.gov/ga/webs/home.html>

Anticipated Certified Diverse Business Participation Goals

Subcontracting means direct performance of commercially useful work through subcontracting as part of the proposed project team. Of the total contract work, what are the diverse business participation goals proposed for subcontracting on your team? Please only include the above-listed Washington State certification types in your “Contractor-defined Anticipated Percent of Contract Amount (Goals)” estimate. Zero percent (0%) is not a goal.

Anticipated Certified Diverse Business Participation Goals	Washington State Goals	Contractor-defined Anticipated Percent of Contract Amount (Goals)
Minority-owned business (MBE)	10%	%
Women-owned business (WBE)	6%	%
Veteran-owned business (DVA)	5%	%
Small business	5%	%

Subcontracting Team

List the names of the diverse businesses you anticipate using on this project. Generally describe the work you expect the diverse business to perform and identify the percent of total contract value intended for each diverse business. Please include the above-listed Washington State certification types. *If necessary, add more rows below.*

Name of Diverse Business	Specify Diverse Business Certification (circle one or more)	Describe Trade or Task	Anticipated Percent of Contract Amount
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%
	MBE, WBE, DVA, Small		%

Attach a list of diverse businesses near the project location to this form:

1. Go to <https://omwbe.wa.gov/directory-certified-firms>
2. Click on “OMWBE DIRECTORY”
3. Click on “Search Certified Firm Directory”
4. Select MBE, MWBE, SBE, and WBE certifications.
5. Enter a City, Zip Code, or County near the project site address and then press “Search” at the bottom of the page. If you do not have many results, please expand your search to include nearby locations.
6. Print and attach the results to this form with your submittal

Diverse Expert:

Diverse Expert responsibilities would typically include, but are not limited to:

- Outreach to qualified diverse businesses.
- Submit and discuss updates on a regular basis to the state project manager regarding Diverse Business utilization and progress.
- Ongoing outreach to diverse businesses for required contract work, including any changes in scope.
- Assist diverse businesses with successful contract performance.

STEPTOE BUTTE HERITAGE SITE STATE PARK ROAD IMPROVEMENTS

A qualified Diverse Expert brings knowledge of the identity, capabilities and capacities of diverse business subcontractors and suppliers; experience recruiting and working with diverse businesses for construction; and assisting diverse businesses to develop working relationships with contractors.

Identify the person within your team to manage your diverse inclusion responsibility.

Diverse Expert Name:

Diverse Expert Contact Information:

Diverse Expert Firm (if another firm is managing participation):

Past Performance

Please select **five (5) of your projects** with Washington State-certified diverse business participation (MBE, WBE, DVA, and/or Small/Mini/Micro) and list them below **for the last five (5) years**. If you do not have any projects that tracked or reported diverse business participation, you may leave this section blank. In that case, please attach an additional sheet with explanation.

You may have projects with diverse business participation for an organization or entity that required *different* diverse business categories (including self-certification). If so, please attach a sheet with the same column data and information, but include percentages for the categories that were tracked during the project.

Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
				Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%
Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
		\$		Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%
Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
		\$		Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%
Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
		\$		Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%
Contract Name	Contracting Agency or Entity	Contract Amount	Year	Percent of Contract Amount	
		\$		Minority-owned business:	%
				Women-owned business:	%
				Veteran-owned business:	%
				Small/mini/micro business:	%

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS
Supplemental Bidder Responsibility
Form 4 – Apprenticeship Utilization**

Contractor Information:		
Contractor Legal Name:		Contact Person and their Position/Title:
Project Superintendent:		Project Manager:
Physical Address (Physical and Mailing Addresses are the Same <input type="checkbox"/>):		Mailing Address:
Telephone:	Cell Phone:	Email Address:

Project Information: Is this project relevant to the proposed project? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Project:	Location:
Project Description:	As Prime: <input type="checkbox"/> As Sub: <input type="checkbox"/>
Original Contract Amount: \$ Final Contract Amount: \$	Original Contract Days: Final Contract Days:

Owner Information:	
Owner's Business Name:	Contact Person and their Position/Title:
Mailing Address :	Telephone: Email Address:

Architect/Engineering Information:	
Owner's Business Name:	Contact Person and their Position/Title:
Mailing Address :	Telephone: Email Address:

1. Did this project require Apprenticeship Participation? Yes No (If NO, stop here)
2. If yes, what was the Apprenticeship percentage? _____ %
3. What was the actual percentage achieved? _____ %
4. Was the apprenticeship requirement met? Yes No
5. If NO to question 4, explain Why.

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

**Supplemental Bidder Responsibility
Form 5 - Reference Evaluation Questionnaire**

Evaluated Firm :
Project Manager:
Superintendent:
Evaluated Project Name:

- Prime
 Subcontractor

Approx. Start Date	Approx. End Date	Approx. Final Project Cost

PERFORMANCE EVALUATION

Rating Criteria - Rate on a scale of 1 to 5

- **5 = Superior** based on performance (would hire this firm/individual again)
- **4 = More than Satisfactory**
- **3 = Satisfactory** based on performance (would hire this firm/individual again)
- **2 = Less than Satisfactory**
- **1= Totally Unsatisfactory** based on performance (would never hire the firm/individual again)

Criteria	Rating Company	PM	Super
1 Ability to meet client's expectations			
2 Quality of workmanship			
3 Ability to manage project costs and minimize change orders			
4 Ability to maintain project schedule			
5 Ability to manage subcontractors			
6 Professionalism, leadership and communication in issues management (RFI, shop drawing submittal, timely resolution of issues/questions)			
7 Ability to follow the owner's rules, regulations, and requirements (housekeeping, safety, etc.)			
8 Ability to manage closeout process (Prompt submittal of punch list, warranty, as-builts, operation manuals, tax clearances, etc.)			
9 Comfort level in hiring firm or individual again based on performance			
Total Score			
Average Score			

Evaluator Information	
Name of Evaluator:	Title:
Firm/Company Name:	
Firm Address:	
Phone:	Email:

Form 6 – Supplemental Responsibility Criteria Evaluation Score Sheet

Project Location _____
 Project Name _____
 Contract Number _____
 Project Representative _____

1. Experience of Contractor - On projects of similar size & complexity (Form 1)	Pass or Fail
--	--------------

2. Experience of Key Personnel (Form 2)	
Superintendent	Pass or Fail
Project Manager	Pass or Fail
Other(s) if specified in Division 00	Pass or Fail

3. Diverse Business Inclusion Plan (Form 3) <i>(Applies only to projects with Diverse Business Plan Inclusion requirements; i.e. MACC over \$1M)</i>	Pass, Fail, or N/A
---	--------------------

4. Contractor Compliance with Apprenticeship Requirements - Requirements were met or if not, a good faith effort was demonstrated (Forms 1 & 4) <i>Applies only to projects with apprenticeship participation requirements; i.e. MACC over \$1M</i>	Not Scored
--	------------

5. References from Previous Projects (Form 5) Evaluate contractor's references information and using the rating numbers: 1 = NOT Satisfactory (requires a written comment below) 2 = Less THAN Satisfactory 3 = Satisfactory 4 = More THAN Satisfactory 5 = Superior	Rating Score 1-5 (3 is Satisfactory)
Company	
Project Manager	
Superintendent	
Total Score:	
Average score (divide total score by number of ratings)	

In determining the bidder responsibility, an overall accounting of the ratings shall be made. A score of "Pass" is required for categories 1 - 4 and an average score of 3.0 or higher is required to meet the minimum Supplemental Bidder Responsibility requirements.

Comments _____

Determination Responsible
 Not Responsible (Preliminary Determination)

Evaluated by _____ Date _____
 State Parks Project Representative

Signature _____

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

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GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

PART 1 - GENERAL PROVISIONS

1.01 DEFINITIONS

- A. "Application for Payment" means 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," "Engineer," or "A/E" shall mean that person designated by the State Parks and Recreation Commission to be in charge of the work covered by this contract.
- C. "Change Order" means 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" means 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 part 8.
- E. "Contract Award Amount" is the sum of the Base Bid and any accepted Alternates.
- F. "Contract Documents" means the Advertisement for Bids, Instructions for 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.
- G. "Contract Sum" is the total amount payable by Owner to Contractor for performance of the Work in accordance with the Contract Documents, including all taxes imposed by law and properly chargeable to the Work, except Washington State sales tax.
- H. "Contract Time" is the number of calendar days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- I. "Contractor" means the person or entity who has agreed with Owner to perform the Work in accordance with the Contract Documents.
- J. "Drawings" are 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.
- K. "Final Acceptance" means the written acceptance issued to Contractor by Owner after Contractor has completed the requirements of the Contract Documents, as more fully set forth in Section 6.09 B.
- L. "Final Completion" means that the Work is fully and finally completed in accordance with the Contract Documents, as more fully set forth in Section 6.09 A.
- M. "Force Majeure" means those acts entitling Contractor to request an equitable adjustment in the Contract Time, as more fully set forth in paragraph 3.05 A.
- N. "Notice" means a written notice which 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.
- O. "Notice to Proceed" means a notice from Owner to Contractor that defines the date on which the Contract Time begins to run.
- P. "Owner" shall mean the Washington State Parks and Recreation Commission and its authorized representative with the authority to enter into, administer and/or terminate contracts and make related determinations and findings.
- Q. "Person" means a corporation, partnership, business association of any kind, trust, company, or individual.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

- R. "Prior Occupancy" means Owner's use of all or parts of the Project before Substantial Completion, as more fully set forth in Section 6.08 A.
- S. "Progress Schedule" means a schedule of the Work, in a form satisfactory to Owner, as further set forth in section 3.02.
- T. "Project" means 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.
- U. "Project Manual" means the volume usually assembled for the Work which may include the bidding requirements, sample forms, and other Contract Documents.
- V. "Project Record" means the separate set of Drawings and Specifications as further set forth in paragraph 4.02A.
- W. "Schedule of Values" means a written breakdown allocating the total Contract Sum to each principle category of Work, in such detail as requested by Owner.
- X. "Specifications" are 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.
- Y. "Subcontract" means a contract entered into by Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind for or in connection with the Work.
- Z. "Subcontractor" means any person, other than Contractor, who agrees to furnish or furnishes any supplies, materials, equipment, or services of any kind in connection with the Work.
- AA. "Substantial Completion" means 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 6.07.
- AB. "Work" means 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.

1.02 ORDER OF PRECEDENCE

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

1. Signed Public Works Contract, including any Change Orders, and any Special Forms.
2. Supplemental Conditions.
3. General Conditions.
4. Addenda
5. Specifications--provisions in Division 1 shall take precedence over provisions of any other Division.
6. Drawings--in case of conflict within the Drawings, large scale drawings shall take precedence over small scale drawings.
7. Signed and Completed Form of Proposal.
8. Instructions to Bidders.
9. Advertisement for Bids.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

1.03 EXECUTION AND INTENT

Contractor makes the following representations to Owner:

1. 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;
2. 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, the labor, materials, equipment, goods, supplies, work, 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;
3. 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; and
4. Contractor is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform the obligations required by the Contract Documents and has sufficient experience and competence to do so.

PART 2 - INSURANCE AND BONDS

2.01 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 part 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 bond costs required to complete the base bid work and accepted alternates. Insurance carriers providing insurance in accordance with the Contract Documents shall be acceptable to Owner, and its A. M. Best rating shall be indicated on the insurance certificates.

- A. Contractor shall maintain the following insurance coverage during the Work and for one year after Final Acceptance. Contractor shall also maintain the following insurance coverage during the performance of any corrective Work required by section 5.16.
 1. Commercial General Liability (CGL) on an Occurrence Form:
 - a. Completed operations/products liability;
 - b. Explosion, collapse, and underground; and
 - 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.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

2.02 COVERAGE LIMITS INSURANCE COVERAGE CERTIFICATES

A. Insurance Coverage Certificates

The Contractor shall furnish acceptable proof of insurance coverage on the State of Washington Certificate of Insurance form SF500A dated 07/02/92 or an acceptable ACORD form.

B. Required Coverages

1. For a contract less than \$100,000.00, the coverage required is:

a. Public 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. 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 Limit	\$1,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expense Limit (any one person)	\$5,000.00

b. If the contract is for underground utility work, then 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	\$2,500,000.00
General Aggregate Limits (other than products – commercial operations)	\$5,000,000.00
Products – Commercial Operations limit	\$5,000,000.00
Personal and Advertising Injury Limit	\$2,500,000.00
Fire Damage Limit (any one fire)	\$50,000.00
Medical Expense 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.

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 Environmental Impairment 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.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

- 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 one year following the project's "final completion" through official completion of the project, plus one 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.

2.03 INSURANCE COVERAGE CERTIFICATES

- A. Prior to commencement of the Work, Contractor shall furnish to Owner a completed certificate of insurance coverage.
- B. All insurance certificates shall name Owner's Project number and Project title.
- C. All insurance certificates shall specifically require 45 (forty-five) days prior notice to Owner of cancellation or any material change, except 30 (thirty) days for surplus line insurance.

2.04 PAYMENT AND PERFORMANCE BONDS

AIA Payment and Performance Bonds, form A312, or equivalent, is required by the Owner for the work of this contract. The forms shall be obtained from the Contractor's bonding company. The Payment Bond shall cover payment to laborers and mechanics, including payments to Employee Benefit Funds, and payments to subcontractors, material suppliers, and persons who shall supply such person or persons, or subcontractors with materials and supplies.

2.05 ALTERNATIVE SURETY

Contractor shall promptly furnish alternative 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.

2.06 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 Substantial Completion. The insurance shall cover the interest of Owner, Contractor, and any Subcontractors, as their interests may appear. For projects not involving New Building Construction, 'Installation Floater' is an acceptable substitute for the Builder's Risk Insurance.
- 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/E's services and expenses required as a result of an insured loss.
- C. Owner and Contractor waive all subrogation rights against each other, any Subcontractors, A/E, A/E's subconsultants, separate contractors described in section 5.20, 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.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

PART 3 - TIME AND SCHEDULE

3.01 PROGRESS AND COMPLETION

- A. Contractor shall diligently prosecute the Work, with adequate forces, achieve Substantial Completion within the Contract Time, and achieve Final Completion within 30 (thirty) calendar days thereafter, unless otherwise noted in Division 1 of the specifications.
- B. The Contractor shall notify the Engineer at least two (2) weekdays in advance if work is to be performed on a Saturday, Sunday, or legal holiday. No excavation work will be allowed on Saturdays, Sundays, or legal holidays unless specifically authorized by the Engineer.

3.02 CONSTRUCTION SCHEDULE

- A. Unless otherwise provided in Division 1, Contractor shall, within 14 (fourteen) calendar days after issuance of the Notice to Proceed, submit a preliminary Progress Schedule. The Progress Schedule shall show the sequence in which Contractor proposes to perform the Work, and the dates on which Contractor plans to start and finish major portions of the Work, including dates for shop drawings and other submittals, and for acquiring materials and equipment.
- B. The Progress Schedule shall be in the form of a Critical Path Method (CPM) logic network or, with the approval of the Owner, a bar chart schedule may be submitted. The scheduling of construction is the responsibility of the Contractor and is included in the contract to assure adequate planning and execution of the work. The schedule will be used to evaluate progress of the work for payment based on the Schedule of Values. The schedule shall show the Contractor's planned order and interdependence of activities, and sequence of work. As a minimum the schedule shall include:
 - 1. Date of Notice to Proceed;
 - 2. Activities (resources, durations, individual responsible for activity, early starts, late starts, early finishes, late finishes, etc.);
 - 3. Utility Shutdowns;
 - 4. Interrelationships and dependence of activities;
 - 5. Planned vs. actual status for each activity;
 - 6. Substantial completion;
 - 7. Punch list;
 - 8. Final inspection;
 - 9. Final completion, and
 - 10. Float time

The Schedule Duration shall be based on the Contract Time of Completion listed on the Bid Proposal form. The Owner shall not be obligated to accept any Early Completion Schedule suggested by the Contractor. The Contract Time for Completion shall establish the Schedule Completion Date.

If the Contractor feels that the work can be completed in less than the Specified Contract Time, then the Surplus Time shall be considered Project Float. This Float time shall be shown on the Project Schedule. It shall be available to accommodate changes in the work and unforeseen conditions.

Neither the Contractor nor the Owner have exclusive right to this Float Time. It belongs to the project.

- C. Owner shall return comments on the preliminary Progress Schedule to Contractor within 14 (fourteen) 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 a portion of progress payments until a Progress Schedule has been submitted which meets the requirements of this section.
- D. Contractor shall utilize and comply with the Progress Schedule. On a monthly basis, or as otherwise directed by Owner, Contractor shall submit an updated Progress Schedule at its own expense to Owner indicating actual progress. If, in the opinion of Owner, Contractor is not in conformance with the Progress Schedule for reasons other than acts of Force Majeure as identified in section 3.05, Contractor shall take

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

such steps as are necessary to bring the actual completion dates of its work activities into conformance with the Progress Schedule, or revise the Progress Schedule to reconcile with the actual progress of the Work.

- E. Contractor shall promptly notify Owner in writing of any actual or anticipated event which 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 Progress 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.

3.03 OWNER'S RIGHT TO SUSPEND THE WORK FOR CONVENIENCE

- A. Owner may, at its sole discretion, order Contractor, in writing, to suspend all or any part of the Work for up to 90 (ninety) 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 (ninety) 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 as more fully set forth in Part 9.
- C. If a written notice suspending the Work is cancelled or the period of the notice or any extension thereof expires, Contractor shall resume 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 Part 7.

3.04 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 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.

3.05 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, in excess of weather conditions which could not have been reasonably anticipated; and

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

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 7.03. 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 7.02 and 7.03.
- 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 7.03, 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.
- G. The Owner has acquired ownership and/or easement of lands for the construction, as indicated on the drawings, without cost to the Contractor. The Contractor understands and agrees that, should it 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 which the Contractor may sustain by reason of this delay in the work.

3.06 NOTICE TO OWNER OF LABOR DISPUTES

- A. 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.
- B. 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.

3.07 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.

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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 - SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

4.01 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.
- 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 reasonably 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 and is within the scope of 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.

4.02 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 (COP). 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.

4.03 SUBMITTALS

- A. "Submittals" 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

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elements; and the installation (i.e. form, fit, and attachment details) of materials and equipment. Submittals 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. 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 Submittals 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 which are not required by the Contract Documents may be returned without action.
- C. Approval, or other appropriate action with regard to Submittals, by Owner or A/E shall not relieve Contractor of responsibility for any errors or omissions in such Submittals, 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 upon the Project Record.
- E. Unless otherwise provided in Division I, Contractor shall submit to A/E for approval 5 (five) copies of all Submittals. Unless otherwise indicated, 3 (three) sets of all Submittals shall be retained by A/E and 2 (two) sets shall be returned to Contractor.

4.04 ORGANIZATION OF SPECIFICATIONS

Specifications are prepared in sections which 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.

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

- A. The 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

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Subcontractor on other projects or for additions to this Project outside the scope of the Work without the specific written consent of Owner and A/E. 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 non-exclusive 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. Contractor agrees to defend and indemnify Owner pursuant to the indemnity provisions in section 5.03 and 5.23 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.
- D. The Shop Drawings and other submittals prepared by Contractor, Subcontractors of any tier, 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 of any tier, or material or equipment supplier, 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 - PERFORMANCE

5.01 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.
- 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. Owner may require Contractor to remove the superintendent from the Work or Project site, if Owner reasonably deems the superintendent incompetent, careless, or otherwise objectionable, provided Owner has first notified Contractor in writing and allowed a reasonable period for transition. The superintendent shall be on-site at all times while the Work is being performed, unless approved in writing by owner, in advance.
- 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 which 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, at all times, keep on the Project site a copy of the Drawings, Specifications, addenda, reviewed Shop Drawings, permits, and permit drawings.
- F. Contractor shall ensure that its owner(s) and employees, and those of its Subcontractors, comply with the Ethics in Public Service Act RCW 42.52, 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.

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5.02 PERMITS, FEES, AND NOTICES

- A. The Owner has obtained a Shorelines Substantial Development Permit and/or other environmental permits as required for this project. The permits with provisions which affect the construction methods or schedule have been incorporated into these specifications. The Contractor shall abide by all restrictions noted in these permits as the construction is in progress.
- B. All other permits or fees required by local, state or federal governmental agencies necessary for the construction of this project shall be obtained and paid by the Contractor. Only the cost for the building permit will be reimbursed by the Owner.
- C. The Contractor shall conform to all local, State and National Codes in all phases of this project. Where conflicts arise between plans, specifications and code requirements, the code shall prevail unless the plans or specifications are more stringent.

5.03 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.

5.04 PREVAILING WAGES

- A. Contractor and all subcontractors 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. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.
- B. Before payment is made by the Owner to the Contractor for any work performed by the Contractor and subcontractors whose work is included in the application for payment, the Contractor shall submit, or shall have previously submitted to the Owner for the Project, a Statement of Intent to Pay Prevailing Wages, approved by the Department of Labor and Industries, 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.
- C. Prior to release of retainage, the Contractor shall submit to the Owner an Affidavit of Wages Paid, approved by the Department of Labor and Industries, for the Contractor and every subcontractor, of any tier, that performed work on the Project.
- D. Disputes regarding prevailing wage rates shall be referred for arbitration to the Director of the Department of Labor and Industries. 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.
- E. Each Application for Payment submitted by Contractor shall state that prevailing wages have been paid in accordance with the prefiled 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 the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- F. In compliance with chapter 296-127 WAC, Contractor shall pay to the Department of Labor and Industries the currently established fee(s) for each statement of intent and/or affidavit of wages paid submitted to the Department of Labor and Industries for certification.
- G. Copies of approved Intents to Pay Prevailing Wages for the Contractor and all subcontractors shall be submitted with the Contractor's first application for payment. As additional subcontractors perform work on

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the project, their approved Intent forms shall be submitted with the Contractor's next application for payment.

- H. The Contractor or subcontractor directly contracting for "Off-Site, Prefabricated, Non-Standard, Project Specific Items" shall identify and report information required on the affidavit of wages paid form filed with the Department of Labor and Industries. The Contractor shall include language in its subcontracts requiring subcontractors and lower-tier subcontractors to comply with the reporting requirements for "Off-Site, Prefabricated, Non-Standard, Project Specific Item(s)" on the affidavit of wages paid.

The reporting requirement for Items shall apply for all public works contracts estimated to cost over \$1 million entered into by the Owner and Contractor between September 1, 2010 and December 31, 2013.

"Off-site, prefabricated, nonstandard, project specific item(s)" means products or items that are:

1. Made primarily of architectural or structural precast concrete, fabricated steel, pipe and pipe systems, or sheet metal and sheet metal duct work;
2. Produced specifically for the public work and not considered to be regularly available shelf items;
3. Produced or manufactured by labor expended to assemble or modify standard items; and
4. Produced at an off-site location outside Washington.

The Contractor or subcontractor shall comply with the reporting requirements and instructions on the affidavit of wages paid form, and shall report the following information on the affidavit of wages paid form submitted to the Department of Labor and Industries in order to comply with the reporting requirements for use of "Off-Site, Prefabricated, Non-Standard, Project Specific item(s)":

1. The estimated cost of the public works project;
2. The name of the awarding agency and the project title;
3. The contract value of the off-site, prefabricated, nonstandard, project specific item(s) produced outside of Washington State, including labor and materials; and
4. The name, address, and federal employer identification number of the contractor that produced the off-site, prefabricated, nonstandard, project specific item(s).

The owner may direct the contractor, at no additional cost to the owner, to remove and substitute any subcontractor(s) found to be out of compliance with the "Off-Site Prefabricated Non-Standard Project Specific Item(s)" reporting requirements more than one time as determined by the Department of Labor and Industries.

- I. The Contractor and all subcontractors shall promptly submit to the Owner certified payroll copies if requested.

5.05 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 eight (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 eight (8) hours of each calendar day shall be not less than one and one-half times (x1.5) the rate allowed for this same amount of time during eight (8) hours 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 ten (10) hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four (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 forty (40) hours per week, worked pursuant to any such agreement.

5.06 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

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1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, Presidential Executive Order 11246, Executive Order 11375, 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, 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 the contractor is an "equal opportunity employer".
 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.
 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.
- C. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- D. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- E. Default. Notwithstanding any provision to the contrary, Owner may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Owner receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Owner may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- F. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Owner shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Owner for default under this provision.

5.07 SAFETY PRECAUTIONS

- A. In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies, and equipment; and avoid work interruptions. For these purposes, the Contractor shall:

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1. Follow Washington Industrial Safety and Health Act (WISHA) regional directives and provide a site-specific safety program that will require an accident prevention and hazard analysis plan for the contractor and each subcontractor on the work site. The Contractor shall submit a site-specific safety plan to the Owner's representative prior to the initial scheduled construction meeting.
 2. Provide adequate safety devices and measures including, but not limited to, the appropriate safety literature, notice, training, permits, placement and use of barricades, signs, signal lights, ladders, scaffolding, staging, runways, hoist, construction elevators, shoring, temporary lighting, grounded outlets, wiring, hazardous materials, vehicles, construction processes, and equipment required by Chapter 19.27 RCW, State Building Code (International Building, Electrical, Mechanical, Fire, and Uniform Plumbing Codes); Chapter 212-12 WAC, Fire Marshal Standards, Chapter 49.17 RCW, WISHA; Chapter 296-155 WAC, Safety Standards for Construction Work; Chapter 296-65 WAC; WISHA Asbestos Standard; WAC 296-62-071, Respirator Standard; WAC 296-62, General Occupation Health Standards, WAC 296-24, General Safety and Health Standards, WAC 296-24, General Safety and Health Standards, Chapter 49.70 RCW, and Right to Know Act.
 3. Comply with the State Environmental Policy Act (SEPA), Clean Air Act, Shoreline Management Act, and other applicable federal, state, and local statutes and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources.
 4. Post all permits, notices, and/or approvals in a conspicuous location at the construction site.
 5. Provide any additional measures that the Owner determines to be reasonable and necessary for ensuring a safe environment in areas open to the public. Nothing in this part shall be construed as imposing a duty upon the Owner or A/E to prescribe safety conditions relating to employees, public, or agents of the Contractors.
 6. The Contractor shall make available a list of hazardous products being used on the project, and their respective Material Safety Data Sheets (MSDS) to the Engineer. This information will be required at the pre-construction conference.
- 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 on site or stored off-site; 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; and
 - c. The location and availability of written hazard communication programs, including the required list(s) of hazardous chemicals and material safety data sheets required by chapter 296-62 WAC.
 2. Training. At a minimum, Contractor shall provide training for persons working on the Project site which includes:

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- 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;
 - 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; and
 - d. The details of the hazard communications program developed by Contractor, or its Subcontractors, including an explanation of the labeling system and the material safety data sheet, 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 which 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.

5.08 OPERATIONS, MATERIAL HANDLING, AND STORAGE AREAS

- A. Contractor shall confine all operations, including storage of materials, to Owner-approved areas.
- 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

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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.
- G. Any removed item shall be salvaged without undue damage and stockpiled in a neat and orderly fashion in an area designated by the Engineer. All removed items shall remain the property of the Owner, unless, due to their condition, they are rejected by the Engineer. All materials of whatever nature that are rejected shall be properly disposed by the Contractor in compliance with all laws and regulations.
- H. If designated campsites or emergency overflow areas are approved for use, the Contractor shall comply with all campground rules and regulations of the Washington State Parks and Recreation Commission and the park manager.

5.09 PRIOR NOTICE OF EXCAVATION

- A. "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 (twelve) 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 or utilities, through locator services.

5.10 UNFORESEEN 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 and in no event later than 7 (seven) days after the first observance of the conditions. Conditions shall not be disturbed prior to such notice.
- 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 therefore as provided in part 7.

5.11 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, 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. In general, the locations of existing major utilities and equipment, whether above ground or underground, are indicated on the drawings. This information has been obtained from utility maps and verbal

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descriptions. The Engineer does not guarantee the accuracy or completeness of this information. Other above ground or underground facilities not shown on the drawings may be encountered during the course of the work for which the Contractor is fully responsible to properly locate and identify within the construction area.

- D. Existing above ground and underground facilities and appurtenant structures, which includes but is not limited to, power transmission and distribution, telephone, alarm systems, sanitary sewers, gas services, water service and house or yard drains and fences, shall be located, protected, maintained, relocated, rerouted, removed and restored as may be necessary by the Contractor for completion of the work, but in a manner satisfactory to their respective owners and operators of the services and to the Engineer with the least possible interruption to existing services.
- E. The Contractor shall be responsible for location and maintenance of existing utilities and improvements. Under no circumstances will errors or omissions in location of utilities or improvements, whether they be visible from the surface, buried, or otherwise obscured, be considered as a basis for a claim for additional compensation by the Contractor.
- F. All utilities shall be protected and maintained in continuous operation except where special arrangements have been made with the appropriate utility owner. All damaged utilities shall be restored to original condition, subject to the approval of its owner and at the Contractor's own expense.
- G. If requested, the Contractor shall provide record information about locations, depths, and dimensions of lines, appurtenances, and structures, and any other relevant information about electrical power, water, sewer, and other utilities.
- H. The Contractor shall provide the Engineer with the data required to make a detailed set of record plans. This data will be obtained and recorded by the Contractor during construction on plans supplied by the Engineer. The Contractor shall ensure that the data is obtained. Typical information to be gathered includes the locations of:
 - 1. Buried utilities
 - 2. Junctions of sewer wyes
 - 3. Junctions of electrical taps
 - 4. Clean-outs
 - 5. Deflection points of utilities
 - 6. Valves
- I. Procedure for obtaining this information will be developed by the Engineer working with the Contractor.
- J. Contractor shall protect all existing facilities using whatever methods are necessary, subject to the Engineer's approval. Trees, shrubs, vegetation, or lawn shall not be damaged, scarred, or destroyed unless deemed necessary for work on this contract. All trees damaged during construction shall be immediately repaired using SEAL AND HEAL or other materials as directed by the Engineer. Any damage to the above-mentioned items shall be repaired at the Contractor's expense and to the Engineer's satisfaction.
- K. In the event that archaeological resources are found or unearthed on public land during the performance of this contract, the Contractor shall be required to comply with RCW 27.44 and RCW 27.53 and the rules and regulations of the office of Archaeology and Historic Preservation, including compliance with all archaeological excavation permit requirements.

5.12 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.
- B. Contractor shall lay out the Work from Owner-established baselines and bench marks indicated on the Drawings, and shall be responsible for all field measurements in connection with the layout. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the Work. Contractor shall be responsible for executing the Work to the lines

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and grades that may be established. Contractor shall be responsible for maintaining or restoring all stakes and other marks established.

- C. The indicated limits of work shall be the controlling factor in the Contractor's scope of operation and no payment shall be due for work done out of the limits. Damage to areas not in the Contractor's work area shall be repaired at the Contractor's expense. Questions of what constitutes the work area shall be determined by the Engineer. Only the best methods of construction will be allowed.
- D. The Engineer may adjust or relocate any portion of the system to meet site requirements or to improve the system without additional compensation to the Contractor, provided such adjustments do not represent appreciable costs for additional labor and materials.

5.13 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. 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.
- C. 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.
- D. The Contractor shall furnish proof of equality in all respects to the specified items when proposing alternate brands or materials. Any significant deviations from specifications, drawings, or equality must be noted by the Contractor when submitting alternate products or materials for approval. The Engineer 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 bear all costs and make all secondary changes required to incorporate an approved substitute or alternate into the work. No offers for substitution will be acknowledged from suppliers, distributors, manufacturers, or subcontractors.

5.14 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.
- 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 the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

5.15 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

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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; or
 - 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. 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.
- D. 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.
- E. The Owner shall have the right to appoint an Inspector who will have the authority to reject materials or workmanship which does not fulfill the requirements of these specifications. In case of dispute, the Contractor may appeal to the Engineer 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 made good by the Contractor without additional cost to the Owner.
- F. Contractor shall deliver one (1) key for each type of lock installed on the project to the Engineer to enable the Engineer to enter all facilities under construction for the purpose of inspection. This includes temporary as well as State Parks' key-coded locks. All keys for key-coded locks shall be delivered to the Engineer as they are made available to the Contractor. These coded keys shall then be signed out to the Contractor on an accountable basis for security purposes.

5.16 CORRECTION OF NONCONFORMING WORK

- A. If a portion of the Work is covered contrary to the requirements in 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, at any time prior to Final Completion, Owner desires to examine the Work, or any portion of it, which 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 part 7. 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.

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- D. If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after the date for commencement of any system warranties established under section 6.08, 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 one 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 one 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 which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner.
- 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 which Contractor might have according to the Contract Documents. Establishment of the time period of one (1) year as described in paragraph 5.16D 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 which 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.

5.17 CLEAN UP

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.

5.18 ACCESS TO WORK

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

5.19 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 with Owner's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

5.20 SUBCONTRACTORS AND SUPPLIERS

- A. The Contractor shall include the language of this paragraph in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Owner, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this paragraph apply to all subcontractors regardless of tier. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

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1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:
 - a. Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
 5. On a 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 Owner's first advertisement of the project.
- B. Prior to submitting the first Application for Payment, Contractor shall furnish in writing to Owner, on Owner provided form(s), the names, addresses, telephone numbers, and Tax Identification Numbers (TIN) of all subcontractors, as well as suppliers providing materials in excess of \$2,500.00 which Contractor believes to be MBE or WBE owned businesses, or have identified themselves to the Contractor as MBE or WBE, or are Washington State OMWBE certified. The Contractor shall indicate the anticipated dollar value of each MWBE subcontract. 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. The Owner may direct the Contractor, at no additional cost to the Owner, to remove and substitute any subcontractor(s) found to be out of compliance with the "Off-Site Prefabricated Non-Standard Project Specific Items" reporting requirements more than one time as determined by the Department of Labor and Industries and as defined in EHB 2805 that amends RCW 39.04.
- C. 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.
- D. 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.
- E. 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 9.01 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 which 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.

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5.21 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; and
 - 4. Be responsible to enforce any subcontractor's, manufacturer's, 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.

5.22 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; and
 - 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.

5.23 AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

- A. **General Requirements**

The Contractor and subcontractor shall ensure that all work performed under this Contract complies with the Americans with Disabilities Act (ADA), as codified in 28 C.F.R. § 35.151, and the 2010 ADA Standards for Accessible Design. The Contractor and subcontractor shall construct and maintain all accessible features in operable condition and correct any identified deficiencies in a timely manner.
- B. **Accessibility in New Construction and Alterations**
 - 1. All new facilities and alterations to existing facilities shall be designed and constructed in a manner that ensures accessibility and usability for individuals with disabilities, consistent with ADA accessibility standards.
 - 2. Alterations shall, to the maximum extent feasible, ensure the altered area and the associated path of travel comply with accessibility requirements.
 - 3. If technical infeasibility prevents full compliance, the Contractor and subcontractor shall notify the Owner's Representative and submit a written request for determination of technical infeasibility.

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4. The Contractor and subcontractor shall coordinate with the Owner to ensure that all public notices related to temporary accessibility interruptions are posted on the project site and on designated agency communication channels.
- C. Maintenance and Inspection of Accessible Features
1. The Contractor and subcontractor shall be responsible for maintaining accessible routes, parking, restrooms, and other accessible features in operable condition throughout the duration of the Work.
 2. Any temporary disruptions affecting accessibility shall be scheduled in a manner that minimizes impact and includes reasonable alternative accommodations where feasible.
 3. The Contractor and subcontractor shall notify the Owner immediately if any accessibility feature is found to be non-compliant or requires repair.
- D. Historic Structures
- If the Work involves historic structures or landscapes that are listed or eligible for listing in the National Register of Historic Places, modifications shall be made in compliance with ADA requirements to the maximum extent feasible. The State Historic Preservation Officer (SHPO) must approve any exemptions for alterations that may impact the historic significance of a structure or landscape.
- E. Compliance and Documentation
1. The Contractor and subcontractor shall comply with all applicable local, state, and federal accessibility requirements.
 2. Any non-compliant work shall be corrected at the Contractor's expense prior to final acceptance.
- F. Submission of Progress Reports – Americans with Disabilities Act (ADA) Compliance
- The Contractor shall submit regular progress reports to the Owner, which shall include the following:
1. Status of Accessible Features – Updates on the construction, installation, and maintenance of all accessibility-related features in accordance with ADA standards.
 2. Compliance Issues – Identification of any non-compliance issues encountered, including deviations from ADA accessibility standards, technical infeasibility determinations, or unforeseen site conditions affecting accessibility.
 3. Corrective Actions – Description of corrective actions taken or proposed to address any identified accessibility deficiencies, including timelines for remediation and any required approvals from the Owner.
 4. Temporary Disruptions – Notification of any planned or unplanned interruptions to accessibility features, including measures taken to minimize impacts and alternative accommodations provided.
 5. Final Verification – Prior to Substantial Completion, the Contractor shall provide documentation verifying that all constructed and altered elements comply with applicable ADA requirements, subject to inspection and approval by the Owner.

Failure to comply with the provisions of this section may result in suspension of the Work, withholding of payment or other remedies as deemed necessary by the Owner.

PART 6 - PAYMENTS AND COMPLETION

6.01 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.

6.02 SCHEDULE OF VALUES

Before submitting its first Application for Payment, 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, O&M 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.

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6.03 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 1.03 are true and correct, to the best of Contractor's knowledge, as of the date of the Application for Payment.
- C. At the time it submits an Application for Payment, Contractor shall analyze and reconcile, to the satisfaction of Owner, the actual progress of the Work with the Progress 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 a 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. Contractor and its surety assume total responsibility for the stored materials; and
 - 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.

6.04 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% (five percent) of the amount of each progress payment until forty-five (45) 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. 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,

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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.

- D. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

6.05 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 5.17;
 4. Failure to perform in accordance with the Contract Documents; or
 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.

6.06 RETAINAGE AND BOND CLAIM RIGHTS

- A. Prior to release of the contract retainage, an "Affidavit of Wages Paid", approved by the Washington State Department of Labor and Industries, must be on file in the Owner's office. Contracts over \$20,000, including tax, necessitate a clearance from the Washington State Department of Revenue and the Washington State Department of Employment Security. The Owner shall initiate action for the releases from the Departments of Revenue and Employment Security.
- B. 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.
- C. In accordance with RCW 60.28, the lien period for filing liens against the contract retainage shall be forty-five (45) days. Persons performing labor or furnishing supplies toward the completion of the contract who intend to file a lien against the contract retainage must do so within forty-five (45) days from the date of Final Acceptance of the contract by the Owner and in the manner as described in RCW 39.08.030.

6.07 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 be 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.

6.08 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

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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 of or damage to the Work resulting from Prior Occupancy. Contractor's one (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.

6.09 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 part 8.

PART 7 - CHANGES

7.01 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 7.02 or 7.03, respectively, and such adjustment(s) shall be incorporated into a Change Order.
- B. If Owner desires to order a change in the Work, it may request a written Change Order Proposal (COP) from Contractor. Contractor shall submit a Change Order Proposal within 14 (fourteen) 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 7.02 and 7.03, 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.

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- 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 (thirty) 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 part 8.
- F. Field Authorization
 - 1. The Field Authorization (FA) is executed as a directive to proceed with work when the processing time for an approved change order would impact the project.
 - 2. A scope of work must be defined, a maximum not to exceed cost agreed upon, and any estimated modification to the contract completion time determined. The method of final cost verification must be noted and supporting cost data must be submitted in accordance with the requirements of Part 7 of the General Conditions. Upon satisfactory submittal and approval of supporting cost data, the completed FA will be processed into a change order. No payment will be made to the Contractor for FA work until that FA is converted to a Change Order.

7.02 CHANGES 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: 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 3.05.
 - a. A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to Owner within 7 (seven) 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 (seven) 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 of any tier, 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 (thirty) 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 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

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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 7.03C. 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.
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 paragraph 7.02B.
 - b. By application of unit prices to the quantities of the items involved as determined in paragraph 7.02C.
 - c. On the basis of time and material as determined in paragraph 7.02D.
 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 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 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, material, 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 upon 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;
 - c. lump sum equipment usage;
 - d. overhead and profit as set forth below; and
 - e. insurance and bond costs as set forth below.

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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 Department of Labor and Industries approved "statement of intent to pay prevailing wages." Direct supervision shall be a reasonable percentage not to exceed 15% (fifteen percent) of the cost of direct labor. No supervision markup shall be allowed for a working supervisor's hours.
 - 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 the Department of Labor and Industries.
 - 3) Federal insurance: Direct contributions required by the Federal Insurance Compensation Act; Federal Unemployment Tax Act; and the State Unemployment Compensation Act.
 - 4) 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.
 - 5) Safety: Cost incurred due to the Washington Industrial Safety and Health Act, which shall be a reasonable percentage not to exceed 2% (two percent) of the sum of the amounts calculated in (1), (2), and (3) above.
 - 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 first from actual known costs, second from supplier quotations or if these are not available, from standard industry pricing guides. Material costs shall consider all available discounts. Freight costs, express charges, or special delivery charges, shall be itemized.
 - 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 computed on the basis of actual invoice costs or if owned, from the current edition of one of the following sources:
 - 1) Associated General Contractors - Washington State Department of Transportation (AGC-WSDOT) Equipment Rental Agreement; current edition, on the Contract execution date.
 - 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.

The Data Quest Rental Rate (Blue Book) 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 that shown in the AGC WSDOT Equipment Rental Agreement, current edition, on the Contract execution date.
 - d. Allowance for small tools, expendables, and consumable supplies: Small tools consist of tools which cost \$250 or less and are normally furnished by the performing contractor. The maximum rate for small tools shall not exceed the following:

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- 1) For Contractor, 3% (three percent) of direct labor costs.
- 2) For Subcontractors, 5% (five 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.
- f. Allowance for overhead: 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 in the Contract Sum but not to the cost of any change in the Contract Time for which contractor has been compensated pursuant to the conditions set forth in Section 7.03. This allowance shall compensate Contractor for all non-craft labor, temporary construction facilities, field engineering, schedule updating, record drawings, home office cost, B&O 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 rates below:

1) For projects where the Contract Award Amount is under \$3 million, the following shall apply:

- a) For Contractor, for any Work actually performed by Contractor's own forces, 16% (sixteen percent) of the first \$50,000 of the cost, and 4% (four percent) of the remaining cost, if any.
- b) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 16% (sixteen percent) of the first \$50,000 of the cost, and 4% (four percent) of the remaining cost, if any.
- c) For Contractor, for any work performed by its Subcontractor(s), 6% (six percent) of the first \$50,000 of the amount due each Subcontractor, and 4% (four percent) of the remaining amount if any.
- d) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% (four percent) of the first \$50,000 of the amount due the sub-Subcontractor, and 2% (two percent) of the remaining amount if any.
- e) The cost to which overhead is to be applied shall be determined in accordance with subparagraphs a.-e. above.

2) For projects where the Contract Award Amount is equal to or exceeds \$3 million, the following shall apply:

- a) For Contractor, for any Work actually performed by Contractor's own forces, 12% (twelve percent) of the first \$50,000 of the cost, and 4% (four percent) of the remaining cost, if any.
- b) For each Subcontractor (including lower tier subcontractors), for any Work actually performed by its own forces, 12% (twelve percent) of the first \$50,000 of the cost, and 4% (four percent) of the remaining cost, if any.
- c) For Contractor, for any Work performed by its Subcontractor(s), 4% (four percent) of the first \$50,000 of the amount due each Subcontractor, and 2% (two percent) of the remaining amount if any.
- d) For each Subcontractor, for any Work performed by its Subcontractor(s) of any lower tier, 4% (four percent) of the first \$50,000 of the amount due the sub-Subcontractor, and 2% (two percent) of the remaining amount if any.

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- e) The cost to which overhead is to be applied shall be determined in accordance with subparagraphs a.- e. above.
- g. Allowance for profit: This is an amount to be added to the cost of any change in contract sum, but not to the cost of change in Contract Time for which contractor has been compensated pursuant to the conditions set forth in section 7.03. It shall be limited to a reasonable amount, mutually acceptable, or if none can be agreed upon, to an amount not to exceed the rates below:
 - 1) For Contractor or Subcontractor of any tier for work performed by their forces, 6% (six percent) of the cost developed in accordance with Section 7.02 b. 7a.- e.
 - 2) For Contractor or Subcontractor of any tier for work performed by a subcontractor of a lower tier, 4% (four percent) of the Subcontractor cost developed in accordance with Section 7.02 b. 7a. - h.
- h. 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: 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 allowance for profit are calculated in accordance with subparagraph f. and g. 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;
 - b. Type of reimbursement including pre-agreed rates for material quantities; and
 - 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; and
 - c. Not exceed any cost limit(s) without Owner's prior written approval.
- 3. Contractor shall submit costs in accordance with paragraph 7.02B. 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; and
 - 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; and
 - c. Cost limit of reimbursement.
- 2. Contractor shall:

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- 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 time sheets all labor performed in accordance with this authorization. Submit copies of daily time sheets 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; and
 - e. Not exceed any cost limit(s) without Owner's prior written approval.
3. Contractor shall submit costs in accordance with paragraph 7.02B and additional verification supported by:
- a. Labor detailed on daily time sheets; and
 - b. Invoices for material.

7.03 CHANGES 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 (seven) 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 record and if requested, shall promptly furnish copies of such record to Owner.
 2. Contractor shall not be entitled to an adjustment in the Contract Time for any events that occurred more than 7 (seven) 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 (thirty) 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 subparagraph 7.03B.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.
 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 Progress

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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 resequencing 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 paragraph, 7.03D, 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 7.02;
 3. Contractor shall follow the procedure set forth in paragraph 7.03B;
 4. Contractor shall establish the extent of the change in Contract Time in accordance with paragraph 7.03C; and
 5. The daily cost of any change in Contract Time shall be limited to the items below, less funds that may have been paid pursuant to a change in the Contract Sum that contributed to this change in Contract Time:
 - 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% (three percent) of Contract Sum divided by the Contract Time for each day of the delay.

PART 8 - CLAIMS AND DISPUTE RESOLUTION

8.01 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 7.01, or on the resolution of any request for an equitable adjustment in the Contract Sum as provided in section 7.02 or the Contract Time as provided in section 7.03, 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 (one hundred twenty) days from Owner's final offer in accordance with either paragraph 7.01E or the date of Final Acceptance.
- C. The Claim shall be deemed to cover all changes in cost and time (including direct, indirect, impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. At a minimum, the Claim shall contain the following information:
1. A detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of Work affected by the Claim;
 2. The date on which facts arose which gave rise to the Claim
 3. The name of each employee of Owner or A/E knowledgeable about the Claim;
 4. The specific provisions of the Contract Documents which 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 Progress Schedule to demonstrate the reason for the extension in Contract Time;

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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 7.02; and
 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.
- D. After Contractor has submitted a fully documented Claim that complies with all applicable provisions of parts 7 and 8, Owner shall respond, in writing, to Contractor as follows:
1. If the Claim amount is less than \$50,000, with a decision within 60 (sixty) days from the date the Claim is received; or
 2. If the Claim amount is \$50,000 or more, with a decision within 60 (sixty) 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 8.02.
- 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.

8.02 ARBITRATION

- A. If Contractor disagrees with Owner's decision rendered in accordance with paragraph 8.01D, Contractor shall provide Owner with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than 30 (thirty) 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.
- 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.

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8.03 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 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. Cancelled checks (payroll and vendors);
 14. Job cost report, including monthly totals;
 15. Job payroll ledger;
 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 (three) 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. Work sheets 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,

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all documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and

24. Work sheets, 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 - TERMINATION OF THE WORK

9.01 TERMINATION BY OWNER FOR CAUSE

- A. Owner may, upon 7 (seven) 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;
 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; or
 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 5.20; and
 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 paragraph 9.02B, 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.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

- G. If Owner terminates Contractor for cause, and it is later determined that none of the circumstances set forth in paragraph 9.01A exist, then such termination shall be deemed a termination for convenience pursuant to section 9.02.

9.02 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.
- 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 right, 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; and
 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, plus 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 part 7.
- D. If Owner terminates the Work or any portion thereof for convenience, the Contract Time shall be adjusted as determined by Owner.

PART 10 - MISCELLANEOUS PROVISIONS

10.01 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 the county in which Owner's principal place of business is located, unless otherwise specified.

10.02 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.

10.03 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

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

to 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 required to complete the installation.

10.04 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.

10.05 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.

10.06 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 (seven) days, intermediate Saturdays, Sundays, and legal holidays are excluded from the computation.

10.07 RECORDS RETENTION

The wage, payroll, and cost records of Contractor, and its Subcontractors, and all records subject to audit in accordance with section 8.03, shall be retained for a period of not less than 6 (six) years after the date of Final Acceptance.

10.08 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.

10.09 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 which result from antitrust violations commencing after the Contract Sum is established and which 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.

10.10 MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE) PARTICIPATION

In Accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or as a subcontractor to a Bidder. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. Bidders may contact OMWBE to obtain information on certified firms for potential subcontractors/suppliers.

- A. When referred to in this Contract, the terms Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) will be as defined by OMWBE, WAC 326-02-030.
- B. The OMWBE has compiled a directory of certified firms. Copies of this directory may be obtained through the OMWBE. For information regarding the certification process or the certification status of a particular firm, contact:

OMWBE, 406 South Water Street, PO Box 41160, Olympia, WA 98504-1160, telephone (360) 753-9693.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

C. Eligible MWBEs or M/W firms

MWBE firms utilized for this project for voluntary MWBE goals may be certified by Washington State OMWBE or self identified as minority or women owned (M/W firm).

D. MWBE Voluntary Goals

The Owner has established voluntary goals for MWBE participation for this project. The voluntary goals are set forth in the Advertisement for Bids.

E. If any part of the contract, including the supply of materials and equipment, is anticipated to be subcontracted, then prior to receipt of the first payment, Contractor shall submit, pursuant to Section 5.20 A, a list of all subcontractors/suppliers it intends to use, designate whether any of the subcontractors/suppliers are MWBE firms, indicate the anticipated dollar value of each MWBE subcontract, and provide Tax Identification Number (TIN).

F. If any part of the contract, including the supply of materials and equipment is actually subcontracted during completion of the work, then prior to final acceptance or completion of the contract or as otherwise indicated in the contract documents, the Contractor shall submit a statement of participation indicating what MWBEs were used and the dollar value of their subcontracts.

G. The provisions of this section are not intended to replace or otherwise change the requirements of RCW 39.30.060. If said statute is applicable to this contract then the failure to comply with RCW 39.30.060 will still render a bid non-responsive.

H. The Contractor shall maintain, for at least three years after completion of this contract, relevant records and information necessary to document the level of utilization of MWBEs and other businesses as subcontractors and suppliers in this contract, as well as any efforts the Contractor makes to increase the participation of MWBEs as listed in section I below. The Contractor shall also maintain, for at least three years after completion of this contract, a record of all quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in this contract. The state shall have the right to inspect and copy such records. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations, or statutes included or referenced in the contract documents.

I. Bidders should advertise opportunities for subcontractors or suppliers in a manner reasonably designed to provide MWBEs capable of performing the work with timely notice of such opportunities, and all advertisements shall include a provision encouraging participation by MWBE firms. Advertising may be done through general advertisements (e.g. newspapers, journals, etc.) or by soliciting bids directly from MWBEs. Bidders shall provide MWBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.

J. Contractors shall not create barriers to open and fair opportunities for all businesses including MWBEs to participate in all State contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.

K. Any violation of the mandatory requirements of this part of the contract shall be a material breach of contract for which the Contractor may be subject to a requirement of specific performance, or damages and sanctions provided by contract, by RCW 39.19.090, or by other applicable laws.

10.11 MINIMUM LEVELS OF APPRENTICESHIP PARTICIPATION

In accordance with Executive Order 00-01 the State of Washington may require apprenticeship participation for projects of a certain cost. The bid advertisement and Bid Proposal form shall establish the minimum percentage of apprentice labor hours as compared to the total labor hours.

A. Voluntary workforce diversity goals have been established for the apprentice hours. These goals are that one-fifth (1/5) of the apprentice hours be performed by minorities, and one-sixth (1/6) of the apprentice hours be performed by women.

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

- B. 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).
- C. Bidders may contact the Department of Labor and Industries, Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 by phone at (360) 902-5320, and e-mail at Apprentice@Lni.wa.gov, to obtain information on available apprenticeship programs.
- D. For each project that has apprentice requirements, the contractor shall submit a "Statement of Apprentice/Journeyman Participation" on forms provided by the Department of General Administration, 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 data to be collected and submitted 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. Craft/trade/occupation of all (contractor and subcontractor trades working on the project) apprentices and journeymen
 7. Total number of apprentices and total number of hours worked by apprentices, both categorized by gender and ethnicity
 8. Total number of journeymen and total number of hours worked by journeymen, both categorized by gender and ethnicity
 9. Cumulative combined total of apprentice and journeymen labor hours.
 10. Total percentage of apprentice hours worked
 11. 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.
 12. Any substantive violation of the mandatory requirements of this part of the contract may be a material breach of the contract by the Contractor. The Owner may withhold payment pursuant to Part 6.05, stop the work for cause pursuant to Part 3.04, and terminate the contract for cause pursuant to Part 9.01.

10.12 HEADINGS AND CAPTIONS

Headings for convenience only: All headings and captions used in these General Conditions are only for convenience of reference and shall not be used in any way in connection with the meaning, effect, interpretation, construction, or enforcement of the General Conditions, and do not define the limit or describe the scope or intent of any provision of these General Conditions.

10.13 SUBCONTRACTOR PAYMENTS REPORTING REQUIREMENTS

This Contract is subject to compliance tracking using the State's business diversity management system, Access Equity (B2Gnow). Access Equity is web-based and can be accessed at the Office of Minority and Women's Business Enterprises at <https://omwbe.diversitycompliance.com/>. The Contractor and all Subcontractors shall report and confirm receipt of payments made to the Contractor and each Subcontractor through Access Equity.

The Contractor may contact the Owner at contracts@parks.wa.gov for technical assistance in using the Access Equity system. User guides and documentation related to Contractor and Subcontractor access to and use of Access Equity are available online at <https://omwbe.wa.gov/access-equity-help-center>. The Owner reserves the

GENERAL CONDITIONS FOR CONSTRUCTION AT WASHINGTON STATE PARKS

right to withhold payments from the Contractor for non-compliance with this section. For purposes of this section, Subcontractor means any subcontractor working on the Contract, at any tier and regardless of status as certified WMBE or Non-WMBE.

The Contractor shall:

- a. Register and enter all required Subcontractor information into Access Equity no later than 15 days after the Owner creates the Contract Record.
- b. Complete the required user training (two (2) one-hour online sessions) no later than 20 days after the Owner creates the Contract Record.
- c. Report the amount and date of all payments (i) received from the Owner, and (ii) paid to Subcontractors, no later than 30 days, issuance of each payment made by the Owner to the Contractor, unless otherwise specified in writing by the Owner, except that the Contractor shall mark as "Final" and report the final Subcontractor payments) into Access Equity no later than thirty (30) days after the final payment is due the Subcontractor(s) under the Contract, with all payment information entered no later than sixty (60) days after end of fiscal year.
- d. Monitor contract payments and respond promptly to any requests or instructions from the Owner or system-generated messages to check or provide information in Access Equity.
- e. Coordinate with Subcontractors, or Owner when necessary, to resolve promptly any discrepancies between reported and received payments.
- f. Require each Subcontractor to: (i) register in Access Equity and complete the required user training; (ii) verify the amount and date of receipt of each payment from the Contractor or a higher tier Subcontractor, if applicable, through Access Equity; (iii) report payments made to any lower tier Subcontractors, if any, in the same manner as specified herein; (iv) respond promptly to any requests or instructions from the Contractor or system-generated messages to check or provide information in Access Equity; and (v) coordinate with Contractor, or Owner when necessary, to resolve promptly any discrepancies between reported and received payments.

END OF CONDITIONS

/ / / / /

Approved as to Form:
William Van Hook /s/
Asst. Attorney General
02/2007
08/2010 GA Updates – jrc
09/2010 to AAG Schwartz



PREVAILING WAGES

Instruction for Prevailing Wage Rates

The State of Washington prevailing wage rates for this public works project, which is located in Whitman County, may be found at the following website address of the Department of Labor and Industries:

<https://secure.lni.wa.gov/wagelookup/rates/journey-level-rates>

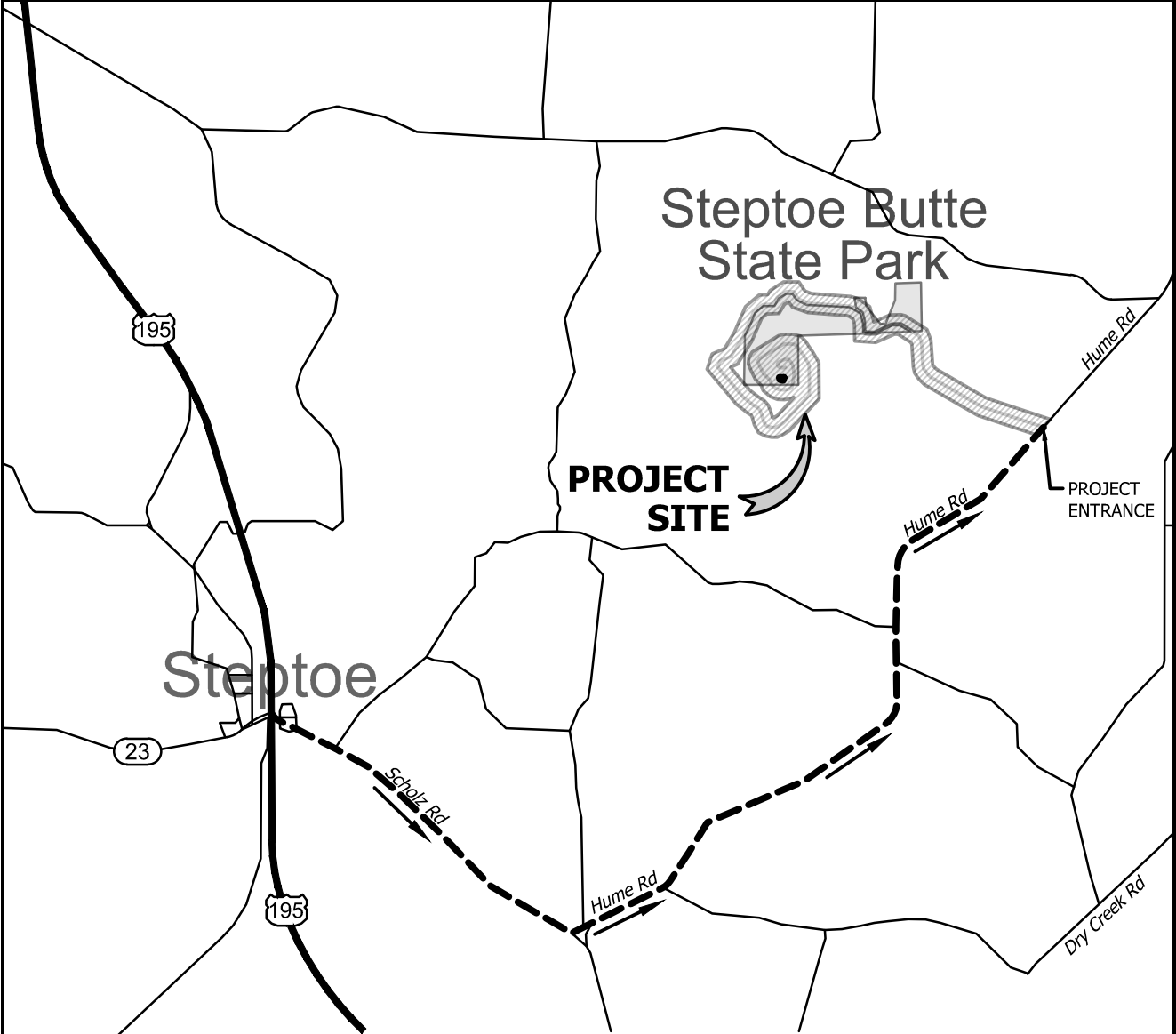
The prevailing wages for this project are those that are in effect on the date that the bids are due.

Contractor to Pay Prevailing Wages

The 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. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. It is the Contractor's responsibility to verify the applicable prevailing wage rate.

A copy of the applicable wage rates is available upon request. Please request a copy by email at: contracts@parks.wa.gov.

VICINITY MAP



LATITUDE & LONGITUDE
47.032077, -117.296858

Diana Dupuis
Director



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ENVIRONMENTAL TRANSMITTAL

Date: January 28, 2025

To: Bob Gratias, Construction Project Coordinator, Headquarters
Azeem Hoosein, Facilities Program Manager, Headquarters
Audra Sims, Area Manager, Blue Mountains Area

From: Chelsea Harris, Environmental Planner, Eastern Region

Subject: **Environmental Transmittal for Steptoe Butte State Park Heritage Site: Road Improvements project**

The following environmental approvals and permits are being transmitted to you, as Project Representatives, for project implementation. With this transmittal, you are assuming the responsibilities and duties of Applicant/Permittee on behalf of Washington State Parks and Recreation Commission (State Parks) and are legally responsible for ensuring compliance with all environmental permits, approvals, conditions, and mitigation measures.

- State Environmental Policy Act (SEPA):**
State Parks issued an addendum to the SEPA checklist on September 26, 2024, as a result of the change in scope. A public comment period is not required for an addendum. The SEPA Determination of Nonsignificance (DNS) issued February 16, 2021, is hereby reaffirmed (Attachment 1).
- Hydraulic Project Approval (HPA):**
The Washington Department of Fish and Wildlife issued a Hydraulic Project Approval, permit #2021-1-35+05 on October 25, 2024. The HPA expires on February 27, 2026. Please review all **29 provisions** listed within the attached document before you begin work (Attachment 2).

3. Critical Areas:

In coordination with Whitman County, State Parks has identified the following plan to ensure “no net loss” of Palouse Prairie vegetation during work on culverts. While Whitman County will not require a permit for this work (Attachment 3), State Parks has consulted with the Whitman County Palouse Prairie expert, Rich Old, who will produce a report for the Whitman County project file once work is complete.

By April 1, 2025:

- In coordination with State Parks, the contractor will identify and mark the areas of disturbance for each culvert.
- State Parks staff, vegetation removal specialists (Phoenix Conservancy, employed by State Parks), and Rich Old, will coordinate on the removal of Palouse Prairie vegetation before work begins on culverts.

By June 15, 2025:

- During work on culverts, State Parks will work with Rich Old and Phoenix Conservancy to remove and protect Palouse Prairie vegetation.
- Work on culverts must be complete by June 15, 2025.

4. Section 404:

The U.S. Army Corp of Engineers (USACE) determined that a Department of the Army (DA) permit is not required on August 6, 2024 (Attachment 4).

5. Cultural Resources:

This project is subject to the Governor’s Executive Order 21-02. A cultural resource survey was completed by State Parks Archaeologist Charles Luttrell in 2021 and State Parks Archaeologist Sarah Dubois in 2023. The survey identified three historic-period archaeological sites. One will not be impacted, and the other two are not eligible for listing on the National Register of Historic Places (NRHP). There will be an adverse impact to a culturally sensitive area identified by the Tribes during consultation. The Department of Archaeology and Historic Preservation (DAHP) and five affected Tribes were consulted, both through emailed consultation letters to Tribal leadership and cultural resource staff, in person meetings, and phone calls. The project scope has gone through many changes and reductions throughout consultation to reduce impacts to the culturally sensitive park. After getting concurrence from four of the Tribes and DAHP, the project was cleared to proceed on January 24, 2025, provided the work complies with an Inadvertent Discovery Plan (IDP) for any cultural resources found during construction, and has a professional archaeologist present to monitor the removal of the CXT at the summit parking lot, filling in a sunken section of the summit parking lot, and grubbing and grading for ADA picnic table and sidewalks at the interpretive parking lot.

Further steps and details are outlined in the attached IDP with examples of cultural materials and features that would trigger inadvertent discovery

procedures. The IDP will be followed if any cultural resources or human remains are found during construction (Attachment 5).

If cultural resources are encountered during ground disturbing activities, work in that area should stop and immediate contact made with State Parks' Archaeological staff in Olympia. You can reach Ayla Aymond at (651) 263-5998 and Jenn Wilson at (360) 787-6511.

Permit and environmental approval provisions should be reviewed at the pre-construction conference with the contractor and subsequently, with any subcontractors. Permits should be read and understood by all responsible parties prior to undertaking construction activities. A copy of the permits should be located on site with the contractor and any subcontractors during construction activities.

All requests for modifications, revisions, or renewals are to be processed through this office. Please contact me as soon as possible if any of such actions are needed.

Attachments: SEPA addendum, HPA, Whitman County: no permit, USACE: no permit, and IDP

Cc: Jason Both, Eastern Region Manager: South
Brian Patnode, Eastern Region Capital Manager
Chris Gourley, Environmental Program Manager, Headquarters
Kira Swanson, Assistant Environmental Program Manager, Northwest Region
Jennifer Wilson, Archaeology Program Manager, Headquarters
Sarah Dubois, Archaeologist, Eastern Region

Attachment 1

Diana Dupuis
Director



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September 26, 2024

To: SEPA Center

From: Chelsea Harris, Eastern Region Environmental Planner

Subject: Addendum to Environmental Checklist: Road Improvements at Steptoe Butte State Park Heritage Site

Proponent: Washington State Parks and Recreation Commission

The following addendum has been prepared pursuant to WAC 197-11-625.

The February 16, 2021, environmental checklist has been modified as a result of the change in project scope. Revised responses within the modified sections of the checklist are noted below using ~~strikeout~~ and underlined formatting.

Page 1:

A.4. Date checklist prepared:

January 2021 – ~~March~~ September 2024

A.6. Proposed timing or schedule (include phasing, if applicable):

Construction is planned between ~~March-~~ May 2025 to ~~June~~ August 2025.

Page 2-3:

A.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.)

Steptoe Butte State Park Heritage Site is a 168-acre day-use park. Steptoe Butte has, over time, been utilized as a wagon road, hotel site, and an observatory location. In addition to inspiring vistas, the 3,612-foot summit offers several interpretive panels and inspiring views of the area's distinct geology. This proposal includes rehabilitating the roadway, improving ADA accessibility, improving vehicular and pedestrian safety, adding parking, and improving existing parking lots, ditches, and culverts. The proposal has grouped the project elements into three primary areas of work:

Roadway Resurfacing

The existing 4.3 mile road at Steptoe has undergone ongoing maintenance and patching, but the road continues to require consistent repairs. The 18-foot to 20-foot wide roadway has passed its useful life and needs to be replaced. Reconditioning of the pavement section involves pulverizing the existing roadway section, including any asphalt pavement with subgrade to establish a new subgrade base material prior to placing new asphalt pavement. Additional improvements include cured-in-place-pipe (CIPP) lining of ~~19~~ 23 existing culverts, replacing up to three (3) of the 23 ~~four (4)~~ existing culverts, ~~retaining walls~~, guardrails, cleaning ditches, and landscaping improvements. All this activity occurs within the existing roadway and parking lot prism. If culvert repair is not feasible, culvert replacement will be required as a bid alternate. Culvert replacement will consist of reinforced concrete pipe and will match the slope and diameter of the existing culverts. Resulting disturbed areas will be staked prior to disturbance for removal and relocation of any existing Palouse Prairie vegetation. Pending permission from private property owners, staging will occur adjacent to the road and will be approximately 2,400 SF.

Interpretive Lot Area

The parking lot at the interpretive area shall be improved for accessibility and safety within existing disturbed areas, ~~and expanded to include additional parking and trailer drop-off stalls. The improvements in this area consist of increased parking fields and access areas, drainage control facilities, and landscaping improvements. The excavation for the expanded parking lot will result in disturbance to previously undisturbed soils, including the removal of historic apple trees. Disturbance associated with the Interpretive Center improvements is not proposed within the existing 40' wetland buffer.~~

Lower Summit Area

Reconditioning the pavement will consist of pulverizing the entire access road, including the ~~existing lower~~ summit parking lots. ~~Given the lack of adequate ability to turn vehicles around anywhere within the park, specifically for vehicles towing trailers, the proposal includes design and construction of a turnaround at the summit lower parking lot. The~~

~~installation of the turnaround will require rock excavations and fill material to create a flat turnaround. The rocky soils of the butte summit will require hydraulic hammering, or blasting, using late model excavation equipment.~~

Page 4:

B.1.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.

Roadway Resurfacing

Reconditioning of the pavement section involves pulverizing the existing roadway section, including any asphalt pavement with subgrade to establish a new subgrade base material prior to placing new asphalt pavement. 435,000 square feet (SF) will be pulverized and 13,300 cubic yards (CY) of fill will be used to resurface the roadway.

Additional improvements include cured-in-place-pipe (CIPP) lining of ~~14~~ 23 existing culverts, ~~replacing up to three (3) of the 23 existing culverts, retaining walls,~~ guardrails, cleaning ditches, and landscaping improvements. All this activity occurs within the existing roadway and parking lot prism, with the exception of culvert replacement if culvert repairs are not feasible. If culverts do need to be replaced, it is anticipated that a 10' x 10' maximum area of disturbance is anticipated for installation at both ends of the culvert. Pending permission from private property owners, staging will occur adjacent to the road and will be approximately 2,400 SF.

Interpretive Lot Area

The parking lot at the interpretive area shall be improved ~~and expanded to include additional stalls for accessibility and safety. The excavation for the expanded parking lot will consist of removing the undisturbed soils and approximately 30 historic apple trees. There will be 2,200 CY of grading and 1,065 CY of fill for the new parking lot.~~

Lower Summit Area

Reconditioning the pavement will consist of pulverizing the entire access road, ~~including~~ excluding the existing summit parking lots. 15,000 SF will be pulverized and 1,350 CY of structural fill and base rock sections will be used for the lower summit area.

Page 5:

B.1.g. About what percent of the site will be covered with impervious surfaces after the project construction (e.g., asphalt or buildings)?

This proposal will not result in ~~approximately 7.1%~~ increase in impervious surfaces after project construction.


Page 7:

B.4.b. What kind and amount of vegetation will be removed or altered?

Approximately ~~0.6~~ 0.1 acres of vegetation will be removed. Types of vegetation include ~~approximately 30 apple trees~~, shrubs, and grass. Where feasible, Palouse Prairie species will be relocated.

The minor modification incorporated into the proposal as outlined in this addendum to the environmental checklist will not cause a probable significant adverse impact on the environment. All other elements of the original checklist remain unchanged.

The SEPA Determination of Nonsignificance (DNS) issued February 16, 2021, is hereby reaffirmed. An Environmental Impact Statement is not required under 43.21C.030(2)(c).

Signature: 

Kira Swanson, SEPA Responsible Official

Don Hoch
Director



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State Environmental Policy Act Determination of Non-significance

Date of Issuance: February 16, 2021

Project Name: Steptoe Butte State Park Heritage Site: Road Improvements

Lead Agency: Washington State Parks and Recreation Commission

Description of Proposal: The Washington State Parks and Recreation Commission (Commission) proposes to rehabilitate the roadway, improve ADA accessibility and vehicular and pedestrian safety, add parking, and improve existing parking lots, ditches, and culverts. The proposal has grouped the project elements into three primary areas of work:

Roadway Resurfacing

The existing 4.3 mile road at Steptoe has undergone ongoing maintenance and patching, but the road continues to require consistent repairs. The 18-foot to 20-foot wide roadway has passed its useful life and needs to be replaced. Reconditioning of the pavement section involves pulverizing the existing roadway section, including any asphalt pavement with subgrade to establish a new subgrade base material prior to placing new asphalt pavement. Additional improvements include cured-in-place-pipe (CIPP) lining of 14 existing culverts, retaining walls, guardrails, cleaning ditches, and landscaping improvements. All this activity occurs within the existing roadway and parking lot prism. If culvert repair is not feasible, culvert replacement will be required as a bid alternate. Culvert replacement will consist of reinforced concrete pipe and will match the slope and diameter of the existing culverts. Resulting disturbed areas will be staked prior to disturbance for removal and relocation of any existing Palouse Prairie vegetation. Pending permission from private property owners, staging will occur adjacent to the road and will be approximately 2,400 SF.

Interpretive Lot Area

The parking lot at the interpretive area shall be improved and expanded to include additional parking and trailer drop off stalls. The improvements in this area consist of increased parking fields and access areas, drainage control facilities, and landscaping improvements. The excavation for the expanded parking lot will result in disturbance to previously undisturbed soils, including the removal of historic apple trees. Disturbance associated with the Interpretive Center improvements is not proposed within the existing 40' wetland buffer.

Lower Summit Area

Reconditioning the pavement will consist of pulverizing the entire access road, including the existing summit parking lots. Given the lack of adequate ability to turn vehicles around anywhere within the park, specifically for vehicles towing trailers, the proposal includes design and construction of a turnaround at the summit lower parking lot. The installation of the turnaround will require rock excavations and fill material to create a flat turnaround. The rocky soils of the butte summit will require hydraulic hammering, or blasting, using late-model excavation equipment.

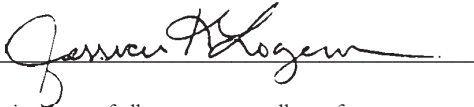
Location of Proposal: Steptoe Butte State Park Heritage Site is located at Steptoe Butte Road in Whitman, Washington 99111 in Whitman County. The specific project location is situated in Sections 19, 20, 28, 29, and 30, Township 18 North, and Range 44 East, Willamette Meridian.

Threshold Determination: The proposed work has been clarified to reflect the inclusion of additional information in the environmental checklist. A new comment period will be posted. The lead agency for this proposal has determined that it does not have a probable significant adverse impact to the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of an updated and completed environmental checklist and other information on file with the lead agency. The updated checklist and other information are available at <https://parks.state.wa.us/865/SEPA-review---current>

This DNS is issued under WAC 197-11-340(2); the lead agency will not act on this proposal until the comment period has closed. Comments must be submitted by March 2, 2021 or they may not be considered.

Responsible Official: Jessica Logan
Position/Title: Environmental Program Manager
Phone: (360) 902-8679
Address: 1111 Israel Road SW
Tumwater, WA 98501

Date: February 16, 2021

Signature: 

“All Washington State Parks are developed and maintained for the enjoyment of all persons regardless of age, sex, creed, ethnic origin, or physical limitations.”

There is no agency SEPA appeal; however, all comments are welcome and will be thoroughly considered.

SEPA ENVIRONMENTAL CHECKLIST

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

1. Name of proposed project, if applicable:

Steptoe Butte State Park Heritage Site: Road Improvements

2. Name of applicant:

Washington State Parks and Recreation Commission

3. Address and phone number of applicant and contact person:

Washington State Parks and Recreation Commission
Attn: Chelsea Harris
Eastern Region Headquarters
270 9th Street NE, Suite 200
East Wenatchee, WA 98802
chelsea.harris@parks.wa.gov
(509) 665-4339

4. Date checklist prepared:

January 2021 - February 2021

5. Agency requesting checklist:

Washington State Parks and Recreation Commission

6. Proposed timing or schedule (including phasing, if applicable):

Construction is planned between March 2021 - June 2021.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No, there are no plans for future additions, expansion, or further activity to or connected with this proposal. Any future proposal would require additional SEPA review. All future projects will be in compliance with State Parks policy as well as local, state, and federal environmental regulations.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

The following studies have been prepared for this proposal, or have been referred to in preparation for this proposal:

- Anderson, M. 2020. Steptoe Butte State Park Heritage Site: Accessibility Assessment. Owings Mills, Maryland. 55 pages.
- Darrach, M., P.H. Morrison, and K.J. Bartowitz. 2017. Steptoe Butte State Park Vegetation Survey Report. Pacific Biodiversity Institute, Winthrop, Washington. 72 pages.
- GeoProfessional Innovation Corporation, 2020. Steptoe Butte State Park Heritage Site: Geotechnical Engineering Evaluation. Pullman, Washington. 71 pages.
- KPFF Consulting Engineers, 2020. Steptoe Butte State Park Heritage Site: Wetland Delineation Report. Lacey, Washington. 77 pages.

- KPFF Consulting Engineers, 2021. Steptoe Butte State Park Heritage Site: Project Narrative. Lacey, Washington. 3 pages.
- Old, R. 2021. Draft Steptoe Butte Vegetation Report. Steptoe, Washington. 1 page.

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.

There are no pending applications for government approvals of other proposals directly affecting the property.

10. List any government approvals or permits that will be needed for your proposal, if known.

Whitman County: Critical Areas Review

Washington Department of Fish and Wildlife: Hydraulic Project Approval

Washington Department of Ecology: National Pollutant Discharge Elimination System

Department of Archaeology and Historic Preservation: Executive Order 05-05

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.)

Steptoe Butte State Park Heritage Site is a 168-acre day-use park. Steptoe Butte has, over time, been utilized as a wagon road, hotel site, and an observatory location. In addition to inspiring vistas, the 3,612-foot summit offers several interpretive panels and inspiring views of the area's distinct geology. This proposal includes rehabilitating the roadway, improving ADA accessibility, improving vehicular and pedestrian safety, adding parking, and improving existing parking lots, ditches, and culverts. The proposal has grouped the project elements into three primary areas of work:

Roadway Resurfacing

The existing 4.3 mile road at Steptoe has undergone ongoing maintenance and patching, but the road continues to require consistent repairs. The 18-foot to 20-foot wide roadway has passed its useful life and needs to be replaced. Reconditioning of the pavement section involves pulverizing the existing roadway section, including any asphalt pavement with subgrade to establish a new subgrade base material prior to placing new asphalt pavement. Additional improvements include cured-in-place-pipe (CIPP) lining of 14 existing culverts, retaining walls, guardrails, cleaning ditches, and landscaping improvements. All this activity occurs within the existing roadway and parking lot prism. If culvert repair is not feasible, culvert replacement will be required as a bid alternate. Culvert replacement will consist of reinforced concrete pipe and will match the slope and diameter of the existing culverts. Resulting disturbed areas will be staked prior to disturbance for removal and relocation of any existing Palouse Prairie vegetation. Pending permission from private property owners, staging will occur adjacent to the road and will be approximately 2,400 SF.

Interpretive Lot Area

The parking lot at the interpretive area shall be improved and expanded to include additional parking and trailer drop off stalls. The improvements in this area consist of increased parking fields and access areas, drainage control facilities, and landscaping improvements. The excavation for the expanded parking lot will result in disturbance to previously undisturbed soils, including the removal of historic apple trees. Disturbance associated with the Interpretive Center improvements is not proposed within the existing 40' wetland buffer.

Lower Summit Area

Reconditioning the pavement will consist of pulverizing the entire access road, including the existing summit parking lots. Given the lack of adequate ability to turn vehicles around anywhere within the park, specifically for vehicles towing trailers, the proposal includes design and construction of a turnaround at the summit lower parking lot. The installation of the turnaround will require rock excavations and fill material to create a flat turnaround. The rocky soils of the butte summit will require hydraulic hammering, or blasting, using late-model excavation equipment.

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.

Step toe Butte State Park Heritage Site is located at Step toe Butte Road in Whitman, Washington 99111 in Whitman County. The specific project location is situated in Sections 19, 20, 28, 29, and 30, Township 18 North, and Range 44 East, Willamette Meridian. See Figure 1 below for a vicinity map.



Figure 1

B. Environmental Elements [\[help\]](#)

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

a. General description of the site (circle one):

Flat, rolling, hilly, steep slopes, mountainous, other: _____

b. What is the steepest slope on the site (approximate percent slope)?

The steepest slopes on site are 25-40%.

- c. **What general types of soils are found on the site (e.g., 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.**

According to the Natural Resources Conservation Service Web Soil Survey, the soils on site consist of:

- Latah silt loam
- Naff-Garfield complex, 3 to 25 percent slopes
- Palouse silt loam, 7 to 25 percent slopes
- Palouse-Thatuna silt loams, 7 to 25 percent slopes
- Schumacher silt loam, 15 to 25 percent slopes
- Schumacher silt loam, 25 to 40 percent slopes
- Tekoa gravelly silt loam, 25 to 55 percent slopes
- Tekoa stony silt loam, 25 to 40 percent slopes
- Thatuna silt loam, 7 to 25 percent slopes
- Thatuna silt loam, 25 to 40 percent slopes
- Thatuna-Tilma silt loams, 7 to 25 percent slopes

- d. **Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.**

There are no surface indications or history of unstable soils in the immediate vicinity.

- 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.**

Roadway Resurfacing

Reconditioning of the pavement section involves pulverizing the existing roadway section, including any asphalt pavement with subgrade to establish a new subgrade base material prior to placing new asphalt pavement. 435,000 square feet (SF) will be pulverized and 13,300 cubic yards (CY) of fill will be used to resurface the roadway.

Additional improvements include cured-in-place-pipe (CIPP) lining of 14 existing culverts, retaining walls, guardrails, cleaning ditches, and landscaping improvements. All this activity occurs within the existing roadway and parking lot prism, with the exception of culvert replacement if culvert repairs are not feasible. If culverts do need to be replaced, it is anticipated that a 10' x 10' maximum area of disturbance is anticipated for installation at both ends of the culvert. Pending permission from private property owners, staging will occur adjacent to the road and will be approximately 2,400 SF.

Interpretive Lot Area

The parking lot at the interpretive area shall be improved and expanded to include additional stalls. The excavation for the expanded parking lot will consist of removing the undisturbed soils and approximately 30 historic apple trees. There will be 2,200 CY of grading and 1,065 CY of fill for the new parking lot.

Lower Summit Area

Reconditioning the pavement will consist of pulverizing the entire access road, including the existing summit parking lots. 15,000 SF will be pulverized and 1,350 CY of structural fill and base rock sections will be used for the lower summit area.

- f. **Could erosion occur as a result of clearing, construction, or use? If so, generally describe.**

It is possible that erosion could occur as a result of ground disturbing activities associated with this project. Best management practices and temporary erosion control measures such as the use of straw wattles, filter fabric fence, ditch check dams, and truck washing measures at the park entrance to minimize sediment from vehicle tires onto the county roadway. Disturbed areas where vegetation can grow will be hydroseeded with a native seed mix.

- g. About what percent of the site will be covered with impervious surfaces after project construction (e.g., asphalt or buildings)?**

The proposal will result in approximately 7.1% increase in impervious surfaces after project construction.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:**

Best management practices (BMPs) and temporary erosion and sediment control (TESC) measures will be implemented to prevent and minimize potential erosion. Examples of erosion control measures include the use of straw wattles, filter fabric fence, ditch check dams and truck washing measures. Disturbed areas where vegetation can grow will be hydroseeded with a native seed mix.

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.**

Construction activities may create some temporary vehicle and equipment exhaust and dust emissions. The use of this equipment may result in localized, short term emissions and potential fugitive dust. The completed project will have no long-term air emissions.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.**

There are no off-site sources or emissions that would affect the proposed project.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:**

Best management practices (BMPs) will be used during construction to minimize potential fugitive dust. Examples of BMPs would include motorized equipment used will meet required emission standards and will be turned off when not in use.

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

- a. Surface Water: [\[help\]](#)**

- 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.**

Yes, below is a list of all water bodies on or near the project site.

- Wetland A is a Category IV wetland with a 40 foot buffer.
- There are two unnamed intermittent streams, one on the west side of the park that runs underneath the road, and one that runs parallel to the park road entrance.

- 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.**

Yes, the resurfacing of the existing roadway will occur within the 40 foot buffer of Wetland A, and near the unnamed intermittent streams. Because the resurfacing will occur within the existing roadway prism and not in undisturbed areas, the project should not cause adverse impacts to the wetland or streams.

- 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.**

No fill or dredge material will be placed in or removed from surface waters or wetlands.

- 4. Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.**

No, the proposal will not require water withdrawals or diversions.

- 5. Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.**

No, the proposal does not lie within a 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.**

No, the proposal does not involve any waste materials to surface waters.

b. Ground Water: [\[help\]](#)

- 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.**

No, the proposal does not require a groundwater supply and no groundwater will be withdrawn from a well. Water will be required to spray gravel used in construction to minimize dust. The use of water will be minimal and any excess will evaporate or infiltrate the ground.

- 2. Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (e.g., domestic sewage, industrial, agricultural, containing the following chemicals..., 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.**

No waste materials will be discharged into the ground from septic tanks or other sources.

c. Water runoff (including stormwater):

- 1. Describe the source of runoff (including stormwater) 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.**

Sources of runoff include the increased impervious surface. Runoff will continue to sheet flow into undisturbed, native topsoil and vegetation.

- 2. Could waste materials enter ground or surface waters? If so, generally describe.**

It is possible that waste materials (e.g., oil from leaking vehicles/equipment, etc.) could potentially enter ground water or surface waters during construction; however, the project will implement BMPs, such as the use of straw wattles, filter fabric fence, ditch check dams, and truck washing measures at the park entrance to minimize sediment from vehicle tires onto the roadway.

- 3. Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.**

The proposal will not significantly affect drainage patterns. The source of runoff will be the impervious surfaces associated with the proposal. All runoff will continue to sheet flow as it currently does to surrounding native vegetation.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

None are proposed as the project is not anticipated to affect drainage patterns. Stormwater will continue to sheet flow from impervious surfaces to adjacent native vegetation.

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

a. Check the types of vegetation found on the site:

- 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: forbs

b. What kind and amount of vegetation will be removed or altered?

Approximately 0.6 acres of vegetation will be removed. Types of vegetation include approximately 30 apple trees, shrubs, and grass. Where feasible, Palouse Prairie species will be relocated.

c. List threatened and endangered species known to be on or near the site.

- Spalding's catchfly (*Silene spaldingii*) is a federally threatened species
- Palouse goldenweed (*Pyrrocoma liatrifoliosa*) is a state threatened species

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

When appropriate Palouse Prairie species may be relocated in areas where avoidance is not reasonable to conduct culvert repairs. Disturbed areas where vegetation can grow will be hydroseeded with a native seed mix.

e. List all noxious weeds and invasive species known to be on or near the site.

The Washington State Noxious Weed List Class A, B, and C noxious weeds have been recorded on or near the project site:

- Giant hogweed (*Heracleum mantegazzianum*) is a Class A noxious weed,
 - Giant hogweed may be a misidentification of poison hemlock, identification will be confirmed this summer by looking at the fruiting bodies.
- White bryony (*Bryonia alba*) is a Class B noxious weed,
- Diffuse knapweed (*Centaurea diffusa*) is a Class B noxious weed,
- Rush skeletonweed (*Chondrilla juncea*) is a Class B noxious weed,
- Canada thistle (*Cirsium arvense*) is a Class B noxious weed,
- Field bindweed (*Convolvulus arvensis*) is a Class C noxious weed,
- Common St. Johnswort (*Hypericum perforatum*) is a Class C noxious weed,
- Butter and eggs (*Linaria vulgaris*) is a Class C noxious weed,
- Reed Canarygrass (*Phalaris arundinacea*) is a Class C noxious weed,
- Common tansy (*Tanacetum vulgare*) is a Class C noxious weed.

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. Examples include:**

Birds: hawk, heron, eagle, songbirds, other: _____

Mammals: deer, bear, elk, beaver, other: moose

Fish: bass, salmon, trout, herring, shellfish, other: _____

- b. **List any threatened and endangered species known to be on or near the site.**

There are no known threatened or endangered species on or near the site.

- c. **Is the site part of a migration route? If so, explain.**

Steptoe Butte is located within the Pacific Flyway migratory route.

- d. **Proposed measures to preserve or enhance wildlife, if any:**

No measures are proposed to preserve or enhance wildlife, as no impacts are anticipated.

- e. **List any invasive animal species known to be on or near the site.**

There are no known invasive species to be on or near the 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.**

There are no types of energy that will be used to meet the completed project's energy needs.

- b. **Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.**

No, the proposal will not affect the potential use of solar energy by adjacent properties.

- 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:**

Not applicable, as no types of energy are 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.**

It is possible that vehicles and equipment could spill or leak hazardous materials, primarily petroleum products (e.g., gas, oil and lubricants) during construction activities. Best management practices, such as proper maintenance of vehicles and inspection for leaks prior to use, will be used to prevent contamination resulting from the use of vehicles and other equipment.

1. **Describe any known or possible contamination at the site from present or past uses.**

Per the U.S. Environmental Protection Agency's Multisystem Search, and Ecology's Cleanup Site Search and What's in My Neighborhood interactive mapping tool, there are no recorded releases of hazardous substances.

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.**

There are no existing hazardous chemicals or conditions that might affect project development and design.

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.**

Vehicles and construction equipment used for construction require petroleum products (e.g., gas, oil and lubricants). Vehicles and/or machinery may be stored at staging areas during construction periods. Their use in the project area will be short-term and temporary. Best management practices, such as regular inspection for leaks prior to use, will be implemented to prevent contamination.

4. **Describe special emergency services that might be required.**

There are no special emergency services that would be required because of this proposal.

5. **Proposed measures to reduce or control environmental health hazards, if any:**

Best management practices (BMPs), including proper maintenance of vehicles and equipment, and inspection for leaks prior to use, will be implemented to prevent contamination. Machine operators are required to have proper training to run equipment safely. Regular maintenance and administrator vehicles will be required to have spark arresters, fire extinguishers or some other type of fire prevention equipment.

b. Noise

1. **What types of noise exist in the area which may affect your project (e.g., traffic, equipment, operation, other)?**

Noise in the area includes natural sounds and sounds from park visitors that are recreating in the park.

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 (e.g., traffic, construction, operation, other)? Indicate what hours noise would come from the site.**

Operation of construction equipment will result in a temporary, short-term increase in noise levels at the park. Equipment operations will only occur during standard daylight hours and all vehicles transporting materials will have mufflers to help minimize noise.

3. **Proposed measures to reduce or control noise impacts, if any:**

The project will meet all requirements of WAC 173-60-040 Maximum permissible environmental noise levels. Potential noise impacts will be reduced or controlled by: 1) using BMPs during construction; 2) limiting work to daylight hours; and 3) requiring contractors to meet noise control requirements for vehicles and equipment.

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.**

The site is used for recreation as a State Park. Activities include bird watching, paragliding, hang gliding, picnicking, and photography.

- 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 non-forest use?**

There is evidence that the land was used for grazing and the growth of orchard trees in the past. It is not currently used for grazing, and there will be no conversion.

- 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?**

No, the project will not affect or be affected by working farm or forest land operations in the vicinity.

- c. Describe any structures on the site.**

Steptoe Butte State Park Heritage Site includes the following structures:

- One vault toilet near the entrance (interpretive lot area)
- One vault toilet at the summit
- Cell towers near the summit

- d. Will any structures be demolished? If so, what?**

No structures will be demolished.

- e. What is the current zoning classification of the site?**

Agricultural district.

- f. What is the current comprehensive plan designation of the site?**

Agricultural district.

- g. If applicable, what is the current shoreline master program designation of the site?**

There are no shorelines at Steptoe Butte State Park Heritage site.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.**

While the site has not been formally designated as a critical area, State Parks has coordinated with Whitman County in the identification of Wetland A and Palouse Prairie to avoid and minimize impacts.

- i. Approximately how many people would reside or work in the completed project?**

No people would reside in the completed project. This proposal will not result in any changes to State Parks current staffing levels.

- j. Approximately how many people would the completed project displace?**

None.

- k. Proposed measures to avoid or reduce displacement impacts, if any:**

Not applicable, the proposed project will not result in any displacement impacts.

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:**

Coordination with Whitman County has ensured that the project is compatible with existing and projected land uses and plans.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

Not applicable, no impacts to agriculture and forest lands are anticipated.

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

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

None, the project does not propose any residential use.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

None.

c. Proposed measures to reduce or control housing impacts, if any:

Not applicable, the project will not result in any housing impacts.

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?

There are no structures proposed.

b. What views in the immediate vicinity would be altered or obstructed?

No views would be altered or obstructed as a result of this proposal.

c. Proposed measures to reduce or control aesthetic impacts, if any:

Not applicable, as there are no structures included in the proposal that would impact aesthetics.

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

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

None, this project does not propose any lighting or reflective surfaces that could produce glare.

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No, there will be no light or glare associated with the finished project.

c. What existing off-site sources of light or glare may affect your proposal?

None, there are no existing off-site sources of light or glare that will affect the proposal.

d. Proposed measures to reduce or control light and glare impacts, if any:

Not applicable, the project will not result in any light or glare impacts.

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

a. What designated and informal recreational opportunities are in the immediate vicinity?

The proposed project is located at Steptoe Butte State Park Heritage Site which offers recreational opportunities. Activities include bird watching, paragliding, hang gliding, picnicking, and photography.

b. Would the proposed project displace any existing recreational uses? If so, describe.

No, displacement of any recreational activities is not anticipated as part of this proposal.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

The purpose of this proposal is to maintain existing recreational opportunities. The intention of the project is to restore the road, provide more parking, and improve safety at the site.

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.

There are no listed buildings, structures, or sites. However, one known historic site 45WH253 (Davis (“Cashup”) Hotel Site) is located on the site and is previously evaluated as “unlikely to be eligible for listing in the National Register of Historic Places (Sharley 2001:6).

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.

Yes, site 45WH253 at the summit of Steptoe Butte and a remnant of orchard and other features of the Robert E. Burns Homestead near the base of the butte. In addition, Steptoe Butte is known to have spiritual significance to several Native American groups. No pre-contact sites are known on state parklands, however.

Cleveland, Greg

2002 WA-832-03 (Steptoe Butte) Letter Report. Cascadia Archaeology, Seattle.

Ferguson, Daryl E., and Matthew J. Root

2014 Archaeological Survey of the AT&T Steptoe Butte Telecommunications Facility (SP4257), Whitman County, Washington. Rain Shadow Research Inc., Pullman.

Luttrell, Charles T.

2018 Steptoe Butte State Park – Entrance Gate and Pedestrian Sign Project, Whitman County, Washington Letter Report. Washington State Parks and Recreation Commission, Olympia.

Sharley, Ann

2001 A Cultural Resources Survey for proposed Steptoe Butte Scenic Overlook Improvements, Whitman County, Washington. Short Report DOT2001-33. Archaeological and Historical Services, Eastern Washington University, Cheney.

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 archaeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

A professional archaeological survey was undertaken in advance of project construction. The resulting survey report is presently in production. Project consultation is previously initiated with the Department of Archaeology and Historic Preservation, the Colville Confederated Tribes, Spokane Tribe, Coeur d’Alene Tribe, and Nez Perce Tribe.

- 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.**

Washington State Parks proposes to mitigate potential project impacts by avoiding known cultural 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.**

Hume Road provides access to the park and there will be no change in the existing street system.

- 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?**

There are no public transit services that provide access to the park.

- c. **How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?**

There are 17 existing parking spaces, and the completed project will have a total of 45 parking spaces.

- 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).**

The proposal includes improvements to the existing roadway.

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

No, the proposal will not occur in the vicinity of water, rail, or air transportation.

- 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 non-passenger vehicles). What data or transportation models were used to make these estimates?**

This proposal will not generate more vehicular trips than the park already experiences.

- 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.**

No, the proposal is not anticipated to affect or be affected by the movement of agriculture and forest products on roads or streets in the area.

- h. **Proposed measures to reduce or control transportation impacts, if any:**

No significant transportation impacts are anticipated because of this project.

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

- a. **Would the project result in an increased need for public services (e.g., fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.**

No, the project will not result in an increased need for public services.

- b. **Proposed measures to reduce or control direct impacts on public services, if any.**

Not applicable.

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

- a. Circle utilities currently available at the site: 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.

There are no utilities proposed as a part of this project.

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: Chelsea Harris

Position and Agency/Organization: Environmental Planner, Washington State Parks and Recreation Commission

Date Submitted: February 16, 2021

Attachment 2



HYDRAULIC PROJECT APPROVAL

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

Issued Date: October 25, 2024
Project End Date: February 27, 2026

Permit Number: 2021-1-35+05
FPA/Public Notice Number: N/A
Application ID: 24293

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Parks and Recreation Commission ATTENTION: Chelsea Harris 270 9th Street NE, Suite 200 East Wenatchee, WA 98802	

Project Name: Steptoe Butte State Park Heritage Site: Road Improvements

Project Description: This is a roadway improvement project that will include repairing/replacing culverts associated with two intermittent stream drainages.

PROVISIONS

TIMING - PLANS - INVASIVE SPECIES CONTROL

1. TIMING LIMITATION: You may begin the project immediately and you must complete the project by February 27, 2026.
2. APPROVED PLANS: You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled Steptoe Butte Road Improvements, dated January 22, 2021, and updated plans uploaded October 15 2024, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
3. INVASIVE SPECIES CONTROL: Follow Method 1 for low risk locations (i.e. clean/drain/dry). Thoroughly remove visible dirt and debris from all equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets, and undercarriage) before arriving and leaving the job site to prevent the transport and introduction of invasive species. For contaminated or high risk sites please refer to the Method 2 Decontamination protocol. Properly dispose of any water and chemicals used to clean gear and equipment. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.

STAGING, JOB SITE ACCESS, AND EQUIPMENT

4. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
5. Use existing roadways or travel paths.
6. Station and operate equipment used for this project landward of the ordinary high water line.
7. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

8. Work in the dry watercourse (when no natural flow is occurring in the channel, or when flow is diverted around the job site).



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-
9. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.
 10. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.
 11. Straw used for erosion and sediment control, must be certified free of noxious weeds and their seeds.
 12. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.
 13. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.
 14. Route construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.
 15. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.
 16. Deposit all trash from the project at an appropriate upland disposal location.

IN-WATER WORK AREA ISOLATION USING A TEMPORARY BYPASS

17. Design the temporary bypass to minimize the length of the dewatered stream channel.
18. During all phases of bypass installation and decommissioning, maintain flows downstream of the project site to ensure survival of all downstream fish.
19. Install the temporary bypass before starting other construction work in the wetted perimeter using the designed Temporary Interception Ditch/Swale bypass method (Sheet 11 of 41).
20. If necessary, install a cofferdam or similar device at the upstream and downstream end of the bypass to prevent backwater from entering the work area associated with Culverts 1 and 2.

CULVERT

21. Conduct culvert repairs in the dry or in isolation from the stream flow by using a bypass channel or culvert, or by pumping the stream flow around the work area.
22. Route the construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.
23. Minimize damage to the bed and banks when repairing the culverts associated with the intermittent streams.

DEMOBILIZATION AND CLEANUP

24. Do not relocate removed or replaced structures within waters of the state. Remove and dispose of these structures in an upland area above the limits of anticipated floodwater.
25. Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent possible.
26. Completely remove any temporary fill before the end of the in-water timing window if the fill material could erode and deliver sediment-laden water into waters of the state.
27. With regard to potential fish access from Dry Creek (Hume Road entrance area) and the need to prevent fish from stranding, backfill trenches, depressions, and holes in the bed that may entrain fish during high water.
28. To minimize sediment delivery to the stream or stream channel, do not return in-stream flows to the work area until all in-channel work is completed and the bed and banks are stabilized.
29. Seed areas disturbed by construction activities with a native seed mix suitable for the site that has at least one



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quick-establishing plant species.

LOCATION #1:		Site Name: Steptoe Butte State Park Heritage Site Steptoe Butte Road, Whitman, WA 99111				
WORK START:		January 24, 2024		WORK END:		February 27, 2026
<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
34 - Palouse		Unknown Stream Number			Unknown	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	29	18 N	44 E	47.032	-117.297	Whitman
<u>Location #1 Driving Directions</u>						

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

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

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

This Hydraulic Project Approval does not authorize trespass.

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

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

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



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

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

APPEALS INFORMATION

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

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



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

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

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

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

Habitat Biologist melissa.mackelvie@dfw.wa.gov
Melissa Mackelvie 509-939-8454

 for Director
WDFW

Attachment 3

From: [Alan Thomson](#)
To: [Harris, Chelsea \(PARKS\)](#); [Fielding, Andrew \(PARKS\)](#)
Subject: RE: Steptoe Butte Road
Date: Tuesday, January 28, 2025 9:39:10 AM

External Email

Hi Chelsea,

As the project has been presented, that the road will be repaved in the existing location, no permits will be required by the County.

Alan.

From: Harris, Chelsea (PARKS) <Chelsea.Harris@PARKS.WA.GOV>
Sent: Tuesday, January 28, 2025 8:00 AM
To: Fielding, Andrew (PARKS) <Andrew.Fielding@PARKS.WA.GOV>; Alan Thomson <Alan.Thomson@whitmancounty.gov>
Subject: RE: Steptoe Butte Road

Hi Alan,

Can you also confirm that we won't be receiving a permit from Whitman County, rather Rich will be providing a report for the file?

Thank you,
Chelsea

From: Fielding, Andrew (PARKS) <Andrew.Fielding@PARKS.WA.GOV>
Sent: Tuesday, January 28, 2025 7:53 AM
To: Alan.Thomson <Alan.Thomson@whitmancounty.net>
Cc: Harris, Chelsea (PARKS) <Chelsea.Harris@PARKS.WA.GOV>
Subject: FW: Steptoe Butte Road

Alan,

Parks is looking at the road project moving ahead this year, below is my email with Rich this morning.

Andrew

From: rold@pullman.com <rold@pullman.com>
Sent: Tuesday, January 28, 2025 7:29 AM
To: Fielding, Andrew (PARKS) <Andrew.Fielding@PARKS.WA.GOV>
Subject: Re: Steptoe Butte Road

External Email

Andrew:
That should work.
I look forward to assessing the areas of impact.
Rich

From: Fielding, Andrew (PARKS) <Andrew.Fielding@PARKS.WA.GOV>
Sent: Tuesday, January 28, 2025 7:20 AM
To: 'Richard Old' <rold@pullman.com>
Subject: Steptoe Butte Road

Rich,

Hope you are doing well and staying out of the cold.

The Steptoe Butte road project will hopefully be moving ahead this year.

I am looking at having the contractor flag any of the working areas around the culverts at the beginning of May, then we will have a 6 week window where we will work with you to identify vegetation to be removed then have phoenix come in.

The contractor can then start work around June 15th.

Andrew

Andrew Fielding
Resource Steward
Washington State Parks

Cell 509-669-1138

Attachment 4

From: [Jordan, Dale J CIV USARMY CENWS \(USA\)](#)
To: [Harris, Chelsea \(PARKS\)](#)
Subject: RE: Steptoe: Culverts Detail Sheet
Date: Tuesday, August 6, 2024 10:07:54 AM
Attachments: [image001.png](#)

External Email

Thanks Chelsea. The culverts under the Steptoe Butte Road are for runoff water conveyance only....no streams were observed and thus no permit is required from the Corps for those. The culverts in question down below do have waters that flow into Dry Creek and then on to the Palouse River which makes the water that goes though the culverts jurisdictional. However per the design you just provided the work proposed appears to meet our maintenance exemption for currently serviceable structures and would also not require a permit as Parks is staying in the same footprint as the currently serviceable structure. In short no Federal permits are required for the Steptoe Butte project.

v/r



Jess Jordan
Biologist, Columbia Basin Section
U.S. Army Corps of Engineers
Seattle District, Regulatory Branch
Phone: (509) 994-8653
Email: dale.j.jordan@usace.army.mil

From: Harris, Chelsea (PARKS) <Chelsea.Harris@PARKS.WA.GOV>
Sent: Tuesday, August 6, 2024 9:42 AM
To: Jordan, Dale J CIV USARMY CENWS (USA) <Dale.J.Jordan@usace.army.mil>
Subject: [Non-DoD Source] Steptoe: Culverts Detail Sheet
Importance: High

Hi Jess,

Here's the detail sheet for the 4 culverts at the entrance of Steptoe Butte. Can you confirm that our project will not be federalized?

Apologies for my delay sending this to you! Just looking for that federalized portion even if it takes time to review the exemption portion you mentioned.

Thank you,

Chelsea R. Harris

Environmental Planner

Eastern Region, Capital Program

Washington State Parks and Recreation Commission

270 9th Street NE, Suite 200

East Wenatchee, WA 98802

(509) 423-1671 (Mon-Thurs)

Attachment 5



INADVERTENT DISCOVERIES OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS PLAN

Steptoe Butte State Park Heritage Site, Whitman County

Many of Washington's most important heritage sites reside on lands owned or managed by the Washington State Parks and Recreation Commission (WSPRC). Nearly all Washington State Parks contain one or more important historic buildings, structures, or archaeological sites. For this reason, archaeological surveys and historic building inventories are ordinarily commissioned as a part of background analysis and information gathering for park developments and undertakings. Results of these surveys are used during project planning to ensure every effort is made to avoid impacts to cultural resources. Yet, despite these efforts, there **always** remains some potential for unanticipated discoveries while working in Washington State Parks.

All unanticipated discoveries, both cultural resources and human skeletal remains, are subject to all applicable federal and state statutes, regulations, and executive orders. For these reasons, the Inadvertent Discovery Plan (IDP) provides useful guidance and instructions for circumstances when cultural resources or human skeletal remains are found. Please carefully read these instructions. If you have any questions, please contact the appropriate WSPRC Area Manager or the WSPRC archaeologist assigned to the undertaking. It is also strongly recommended that anyone conducting ground-disturbing activities watch the training video produced by Washington State Dept of Ecology: [Inadvertent Discovery of Cultural Resources or Human Remains: Training for Field Staff](#). This IDP for cultural resources and human skeletal remains is based on [RCW 27.44](#), [RCW 27.53](#), [RCW 68.50.645](#), [RCW 27.44.055](#), and [RCW 68.60.055](#) and [recommended language](#) from the Department of Archaeology and Historic Preservation (DAHP).

INADVERTENT DISCOVERY PLAN FOR CULTURAL RESOURCES

If cultural resources are found during a project, activity in the immediate area of the find should be discontinued (**stop**), the area secured (**protect**), and the WSPRC archaeologists notified to assess the find (**notify**). *When in doubt, assume the material is a cultural resource and implement the IDP outlined below.*

Recognizing Cultural Resources-Types of Historic/Precontact Artifacts and/or Activity Areas That May Be Found

- Artifacts- Both historic and precontact artifacts may be found exposed in backhoe trenches or back dirt piles.
 - Precontact artifacts may range from finished tools such as stone pestles, arrowheads/projectile points, shell beads, or polished bone tools to small pieces or “flakes” or “chips” of exotic stone such as chert, jasper, or obsidian.
 - Historic artifacts may include older (more than 50 years) nails, plates/ceramics, bottles, cans, coins, glass insulators, or bricks.
 - Old abandoned industrial materials from farming, logging, railways, lighthouses, and military installations.
- Activity Area/Cultural Features- While excavating trench lines look for evidence of buried activity areas/cultural features such as old campfire hearths or buried artifacts.

Inadvertent Discoveries of Cultural Resources and Human Skeletal Remains Plan

- An area of charcoal or very dark stained soil with artifacts or burned rocks may be a fire hearth.
- A concentration of shell with or without artifacts may be shell midden deposits.
- Modified or stripped trees, often cedar or aspen, or other modified natural features, such as rock drawings or carvings
- Historic building foundation/structural remains- During excavation, buried historic structures (e.g., privies, building foundations) that are more than 50 years old may be found.
- Bone- Complete or broken pieces of bone may be discovered exposed in trench walls or in back dirt piles. Bone can come from either animal remains or human remains and requires a trained professional to identify. If you find bone, notify the WSPRC archaeologist immediately and follow their directions.

Steps to Take If a Cultural Resource Is Found During Construction

1. **Stop** if a cultural resource(s) is observed or suspected, all work within the immediate area of the discovery must stop.
2. **Protect** the area from further disturbance. Do not touch, move, or further disturb the exposed materials/artifacts. Create a protected area with temporary fencing, flagging, stakes, or other clear markings that is large enough (30 feet or larger) to protect the discovery location area. The WSPRC archaeologist can help determine the size of the protected area. Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site.
3. **Notify** the WSPRC archaeologist. If the area needs to be secured, notify the Park Ranger or Park staff as well.
4. If requested by the WSPRC archaeologist, take photographs with a scale (e.g., pen, coin, etc.) and collect geospatial information of the discovery site to document the initial finds.

What Not to Do If a Cultural Resource Is Found During Construction

- Do not remove any artifacts from the site of the discovery.
- Do not dig out objects protruding from any trench walls as this may cause further damage to artifacts and/or destroy important contextual information.
- Do not share any information about the find, including on social media, except as necessary to implement the IDP.

What Happens Next?

1. The find will be assessed by a professional archaeologist (may be a WSPRC archaeologist or an archaeology consultant).
 - a. If the find is not a cultural resource, construction work may resume.
 - b. If the find is a cultural resource, the WSPRC archaeologist will contact the DAHP and affected Tribes, as appropriate, to develop a suitable treatment plan for the resource.
2. Construction work may resume in the protected area after the WSPRC archaeologist assigned to the undertaking has determined that the find has been adequately investigated and, if necessary, a treatment plan and monitor are in place to protect any remaining archaeological deposits.

Inadvertent Discoveries of Cultural Resources and Human Skeletal Remains Plan

INADVERTENT DISCOVERY PLAN FOR HUMAN SKELETAL REMAINS

Native American burials and historic grave sites are common features on Washington State Park lands. These remains, as well as any associated artifacts or funerary objects, are protected under state law and, if the park is a federal lease, applicable federal law. If you discover human remains (or bones that you believe may be human remains) during construction, please follow these important instructions. It is imperative that reporting and treatment of any human remains found during construction or any ground-disturbing activities are treated with utmost dignity and respect.

Steps to Take If Human Skeletal Remains are Found During Construction

1. **Stop** if human skeletal remains observed or suspected, all work within the immediate area of the discovery must stop.
2. **Protect** the area from further disturbance. Do not touch, move, or further disturb the remains. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and shield them from being photographed. Create a protected area with temporary fencing, flagging, stakes, or other clear markings that is large enough (30 feet or larger) to protect the discovery location area. The WSPRC archaeologist can help determine the size of the protected area. Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site.
3. **Notify** local law enforcement (Park Ranger) and the appropriate county medical examiner/coroner as soon as possible. If you are unsure if the remains are human, the physical anthropologist at DAHP may be called. Also notify the Area Manager, the WSPRC archaeologist, and the WSPRC Curator of Collections/NAGRPA Specialist of the discovery of the remains.
4. If requested by the local law enforcement, the county coroner/examiner, the DAHP physical anthropologist, or the WSPRC archaeologist, take photographs with a scale (e.g., pen, coin, etc.) and geospatial information of the discovery site to document the initial finds.

What Not to Do If Human Skeletal Remains are Found During Construction

- Do not pick up or remove anything.
- Do not take any photographs of the remains unless instructed to do so by local law enforcement, the county coroner/examiner, the DAHP physical anthropologist, or the WSPRC archaeologist. If pictures are requested, be prepared to photograph them with a scale (e.g., pen, coin, etc.) and collect geospatial information of the remains.
- Do not call 911 unless you cannot reach local law enforcement or the coroner/examiner by other means.
- Do not share any information about the find, including on social media, except as necessary to implement the IDP.

What Happens Next?

1. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and decide whether those remains are forensic (crime-related) or non-forensic.
 - a. If forensic, the county medical examiner/coroner will retain jurisdiction over the remains.

Inadvertent Discoveries of Cultural Resources and Human Skeletal Remains Plan

- b. If non-forensic, the county medical examiner/coroner will report that finding to the DAHP who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected Tribes of the remains. The State Physical Anthropologist will decide whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected Tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.
Note: The WSPRC archaeologist assigned to the undertaking will be coordinating and consulting with the DAHP, affected Tribes, and other groups as necessary. Additionally, WSPRC's Curator of Collections/NAGPRA Specialist should be included on all written and/or verbal correspondence until the remains have been officially transferred from WSPRC's possession to an outside authority. Until the remains are transferred off of WSPRC's property, it is the responsibility of the Curator of Collections/NAGPRA Specialist to document and track the information regarding all human remains and associated funerary objects (including all material from excavation areas/units from which the human remains were removed).
2. Construction work may resume in the protected area after the WSPRC archaeologist assigned to the undertaking has determined that the find has been adequately investigated and, if necessary, a treatment plan and monitor are in place.

EMERGENCY CONTACTS

WSPRC Eastern Region Archaeologists

Ayla Aymond, Eastern Region Archaeologist	(509) 743-8251 (cell)
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Alternative WSPRC Archaeologist Contacts

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Email: ayla.aymond@parks.wa.gov	
Sarah DuBois, Eastern Region Archaeologist	(509) 972-5884 (cell)
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State Physical Anthropologist

Guy Tasa, DAHP (360) 790-1633 (cell)

Assistant State Physical Anthropologist

Jennifer Spence, DAHP (360) 890-0174 (cell)

County Coroner/Examiner

Annie Pillers, Coroner (509) 397-5641

Local Law Enforcement

Patti Wong, Park Ranger 3 (509) 990-4918

Area Manager

Audra Sims (509) 995-1932

Implement the IDP if you see...

Chipped stone artifacts.

Examples are:

- Glass-like material.
- Angular material.
- “Unusual” material or shape for the area.
- Regularity of flaking.
- Variability of size.



Stone artifacts from Oregon.



Stone artifacts from Washington.



Biface-knife, scraper, or pre-form found in NE Washington. Thought to be a well knapped object of great antiquity. Courtesy of Methow Salmon Rec. Foundation.

Implement the IDP if you see...

Ground stone artifacts.

Examples are:

- Unusual or unnatural shapes or unusual stone.
- Striations or scratching.
- Etching, perforations, or pecking.
- Regularity in modifications.
- Variability of size, function, or complexity.



Above: Fishing Weight - credit [CRITFC Treaty Fishing Rights website](#).



Artifacts from unknown locations (left and right images).



Implement the IDP if you see...

Bone or shell artifacts, tools, or beads.

Examples are:

- Smooth or carved materials.
- Unusual shape.
- Pointed as if used as a tool.
- Wedge shaped like a “shoehorn”.
- Variability of size.
- Beads from shell () or tusk.



Upper Left: Bone Awls from Oregon.
Upper Center: Bone Wedge from California.
Upper Right: Plateau dentalium choker and bracelet, from Nez Perce National Historical Park, 19th century, made using *Antalis pretiosa* shells Credit: Nez Perce - Nez Perce National Historical Park, NEPE 8762, Public Domain.
Above: Tooth Pendants. Right: Bone Pendants. Both from Oregon and Washington.



**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

SECTION 010000 – GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The Steptoe Butte Heritage Site Road Improvements Project, Washington State Parks and Recreation Commission (WSPRC) # S 840-6528-2020, provides for the rehabilitation of the existing 4.1-mile-long asphalt summit access road and associated improvements. Roadway rehabilitation work includes the pulverization of the existing asphalt surfacing and base course, re-compaction of asphalt and base course grindings, and new crushed surfacing top course and asphalt paving to create a consistent 18-foot roadway section with gravel shoulders as shown on the plans. Additional improvements include cured-in-place-pipe (CIPP) lining of existing culverts, pavement restoration at the interpretive and lower summit parking lots, ADA improvements at the interpretive parking lot, guardrail, and landscaping improvements. Project alternates include:
- a. Alternate No. A1: Premium Pavement Rehabilitation Section
 - b. Alternate No. A2: Guardrail Section 1
 - c. Alternate No. A3: Guardrail Section 2
 - d. Alternate No. A4: Planting Area

1.2 TIME FOR COMPLETION OF PROJECT

- A. Substantially complete project in accordance with the drawings and specifications within 120 calendar days from date on Notice to Proceed letter. Final completion in accordance with Contract Documents within 30 calendar days from substantial completion date.

1.3 HOURS OF WORK

- A. Work hours are between 7 a.m. and 10 p.m. Monday through Friday, excluding national holidays.

1.4 LIQUIDATED DAMAGES

- A. If Contractor fails to complete Contract within stipulated time, an assessment of \$1,500 per day will be made against Contractor for each additional day required to complete contract, unless an extension of time was granted through Change Order. This assessment is to cover Commission's liquidated damages and is not to be construed as a penalty.
- B. Contract authorizes the Washington State Parks and Recreation Commission to deduct liquidated damages from money due at completion of contract.

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

1.5 PRE-CONSTRUCTION CONFERENCE

- A. Following notification of award to Contractor, the date for an on-site pre-construction conference will be set. Do not commence Work prior to conference or until written clearance has been obtained from Project Representative.
- B. Furnish Project Representative with following:
 - 1. Complete list of sub-contractors, including business address, telephone numbers, items of Work, and registration numbers. List is to be updated during contract life.
 - 2. Name and contact information of Contractor's staff who is in charge and responsible for site safety and will be on site at all times.
 - 3. A Site-Specific Safety Plan that is in compliance with the Department of Labor and Industries and 000011 – General Conditions specifically for this project.
 - 4. A progress schedule in accordance with General Conditions.
 - 5. A detailed cost breakdown for lump sum bid items. Furnish a fair evaluation of actual cost of each items of Work listed. This will be used in processing Contractor's requests for partial payment. Submittal of breakdown does not affect the Contract terms.
 - 6. Written document detailing plans to comply with 15 percent Apprenticeship Participation requirement stated in Instruction to Bidders 5.1B.
- C. Project Representative will supply a list of hazardous products that could be encountered on Project. Appropriate Safety Data Sheet (SDS) will be on file at park.

1.6 PROGRESS CLEANING

- A. Remove rubbish and debris from park property daily unless otherwise directed do not allow accumulation. Store materials that cannot be removed daily only in areas specified by the Project Representative.
- B. Maintain worksites in a neat and orderly condition.
- C. Cleanup operations are incidental to the Contract and no extra compensation will be made.

1.7 WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT)

- A. **None** of WSDOT General Requirements, measurement or payment provisions apply.

1.8 UTILITY MONUMENTS

- A. Contractor is responsible for installing monuments in accordance with drawings and at locations designated by Project Representative to permanently mark utilities installed on Project. Install monuments in trenches during backfilling operations.

1.9 AS-BUILT DRAWINGS

- A. Keep a clean set of full-sized drawings at job site to use to identify changes.

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

1.10 PROJECT CONDITIONS

- A. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Project Representative and Owner. Owner will remove hazardous materials under a separate contract.

1.11 PROJECT SIGN

- A. Provide following temporary sign. Sign location is shown on drawings or determined by Project Representative. Upon Project completion, remove sign and restore area to original condition.

1.12 PROJECT SIGN LETTERING

TITLE OF PROJECT:	ROAD IMPROVEMENTS
NAME OF FACILITY:	STEPTOE BUTTE HERITAGE STATE PARK
NAME OF CONTRACTOR:	(Place Contractor's Name here)
ADDRESS OF CONTRACTOR:	(Place Contractor's Address here)
FUNDING TITLE NUMBER 1:	STATE BUILDING CONSTRUCTION ACCOUNT
FUNDING TITLE NUMBER 2:	LEAVE BLANK FOR THIS PROJECT

1.13 PARTNERSHIP IN THE CONTRACT

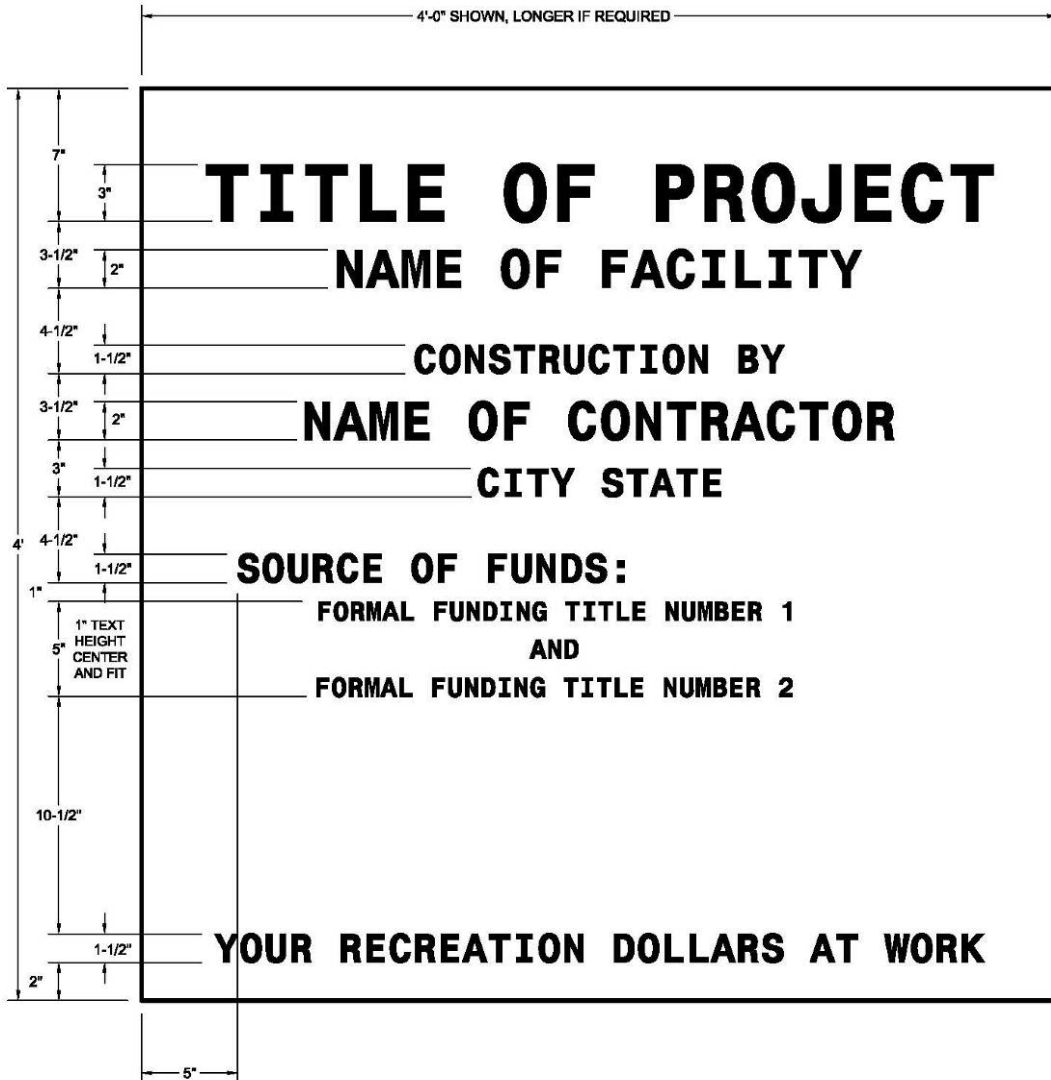
- A. As partners in this contract, both Contractor and Commission recognize the value of a successful Project. Both parties recognize, besides the tangible benefits to Contractor and the Commission, the citizens of Washington State and visitors to Washington State Parks will benefit immensely from the successful completion of a quality Project.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

PROJECT SIGN DETAIL

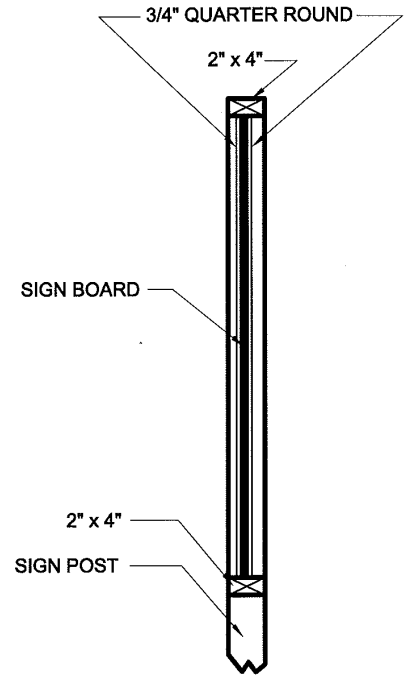
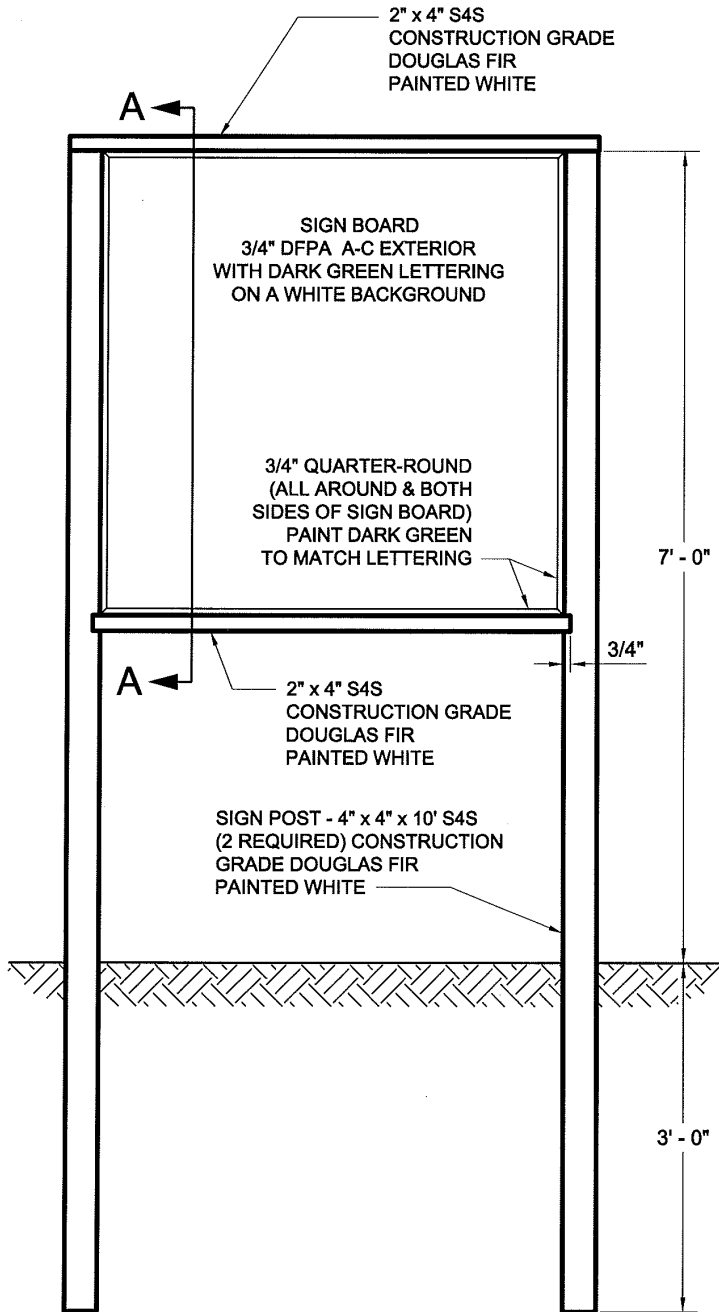


LAY OUT SIGN TO FIT ON A PORTION OF ONE (1) SHEET OF PLYWOOD. IF PLYWOOD IS THE FINAL SURFACE, PAINT IT WITH TWO (2) OR MORE COATS OF WHITE PAINT TO FORM A SMOOTH, NONABSORBENT SURFACE. PROVIDE DARK GREEN WELL FORMED LETTERS, EVENLY SPACED, NEAT IN APPEARANCE, AND ALIGNED AS SHOWN ABOVE.

**WASHINGTON STATE PARKS
PROJECT SIGN DETAIL**

STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS

PROJECT SIGN DETAIL



SECTION A - A

END OF SECTION

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

SECTION 012300 – ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of Work only if accepted by the Commission.
 - 2. The cost or credit for each alternate is the net addition to or deduction from Contract Sum to incorporate alternate into Work. No other adjustments are made to Contract Sum.

1.3 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other work of Contract.
- C. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve work described under each alternate.

1.4 REINSTATEMENT OF BID ALTERNATES

- A. The Commission reserves the right to reinstate, within sixty (60) calendar days after Notice to Proceed date, any bid alternates not incorporated into the contract, at the stated alternate bid price.

1.5 ORDER OF CONSIDERATION

- A. Bid alternates may be selected in any order or combination by the Commission in any order.

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. A1: Premium Pavement Rehabilitation Section

1. Base Bid: Pulverize, re-shape, and re-compact upper 8” of existing pavement and subgrade, as indicated on Sheets 12 and 13, and as described in the specifications.
2. Alternate: Provide and blend 4% by weight cement additive to 8” of pulverized asphalt and subgrade. Re-shape and re-compact blended material. See Sheets 12, 13, and Specifications Section 313200 – Cement Recycled Asphalt Base Treatment (CRABS).

B. Alternate No. A2: Guardrail Section 1

1. Base Bid: Guardrail, posts, and terminals as noted on the plans from Stat 151+00 to 157+00 and 165+00 to 219+75.
2. Alternate: Provide additional guardrail, posts, and terminals from Stat 157+00 to Sta 165+00

C. Alternate No. A3: Guardrail Section 2

1. Base Bid: Guardrail, posts, and terminals as noted on the plans from Stat 151+00 to 157+00 and 165+00 to 219+75.
2. Alternate: Provide additional guardrail, posts, and terminals from Stat 86+00 to Sta 94+00

D. Alternate No. A4: Planting Area

1. Base Bid: None.
2. Alternate: Remove all existing rocks of size one-man or greater as shown on plans and relocate to the existing quarry per Project Engineer direction and in compliance with the DNR Land Use License. Prepare surface and install topsoil and plantings in the 10,600 SF area downhill and adjacent to the Lower Summit Parking Lot.

END OF SECTION

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

SECTION 013300 – SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 WORK IN THIS SECTION

- A. General: The types of submittal requirements specified in this Section include Shop Drawings, product data, Samples and miscellaneous Work-related submittals. Specialized submittal requirements are specified in applicable Sections for each unit of Work. Refer to other Division 01 Sections and other Contract documents for requirements of administrative submittals.
- B. Definitions: Work-related submittals of this Section are categorized for convenience as follows:
 - 1. Shop Drawings: Specially prepared technical data for this Project, including Drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.
 - 2. Product Data: Standard printed information on materials, products and systems; not specially prepared for this Project, other than the designation of selections from among available choices printed therein.
 - 3. Samples: Fabricated and unfabricated physical examples of materials, products and units of Work; both as completed units and as smaller portions of units of Work; either for limited visual inspection or (where indicated) for more detailed testing and analysis.
 - 4. Miscellaneous: Submittals related directly to the Work (non-administrative) include warranties, informational, maintenance agreements, workmanship bonds, Project photographs, survey data and reports, physical Work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the Work and not processed as Shop Drawings, product data or Samples. See Specification Sections.

1.2 RELATED REQUIREMENTS

- A. General Conditions 4.03
- B. Section 014000 - Quality Requirements
- C. Section 017700 – Closeout Procedures

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

1.3 GENERAL SUBMITTAL REQUIREMENTS

- A. Coordination and Sequencing: Coordinate preparation and processing of submittals with performance of the Work so that Work will not be delayed by submittals. Coordinate and sequence different categories of submittals for same Work, and for interfacing units of Work, so that one will not be delayed for coordination with another.
- B. Preparation of Submittals: Provide permanent marking on, or with, each submittal to identify Project, date, Contractor, sub-contractor, submittal name and similar information to distinguish it from other submittals.

1.4 SPECIFIC SUBMITTAL REQUIREMENTS

- A. General:
 - 1. Except as otherwise indicated in individual Work Sections, comply with requirements specified herein for each indicated category of submittal.
 - 2. Provide and process intermediate submittals, where required between initial and final, similar to initial submittals.
 - 3. Include a transmittal with all submittals.
- B. Shop Drawings:
 - 1. General: No claims for extras may be initiated, based on Work shown on Shop Drawings.
 - 2. Where Work of more than one sub-contractor is involved, submit composite Drawings, clearly defining the Work of each separate sub-contractor.
 - 3. No extension of time in respect to the final completion date of building will be granted to Contractor because of failure to have any Shop Drawings submitted in ample time to allow for checking.
 - 4. Verify all dimensions by taking field measurements. Do not begin Work until required submittals have been returned by the Engineer with stamp and initials indicating review. If Work has been done which is contrary to the approved Drawings, it will be corrected at no additional cost to the Commission. Maintain one complete set of shop drawings at the site for use by the Engineer.
 - 5. Submit four (4) copies. Engineer will retain two (2) copies and return two (2) copies.

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

C. Product Data:

1. General:
 - a. Collect required data into one submittal for each unit of Work or system; and mark each copy to show which choices and options are applicable to Project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and modify details as required for application into the Work. Include color selection information where necessary.
 - b. Do not proceed with installation of materials, products or systems until final copy of applicable product data is in possession of Installer. Maintain one complete set of product data at the site for use by Project Representative.
2. Preparation and Processing: Do not submit product data, or allow its use on the Project, until compliance with requirements of Contract documents has been confirmed by Contractor. Submittal is for information and record, unless otherwise indicated. Initial submittal is final submittal unless returned by Engineer, marked with an "Action" which indicates an observed noncompliance.
3. Submit four (4) copies. Engineer will retain two (2) copies and return two (2) copies to the Contractor.

D. Samples:

1. General: Provide units identical with final condition of proposed materials or products for the Work. Include "range" Samples (not less than three (3) units) where there are unavoidable variations between units of each set. Provide full set of optional Samples where Engineer's selection is required. Prepare Samples to match Engineer's sample where indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations, and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by Engineer. Engineer will not "test" Samples (except as otherwise indicated) for compliance with other requirements, which are, therefore, for exclusive responsibility of the Contractor.
2. Processing: Submit two (2) sets of Samples for Engineer's review and "Action"; one (1) set will be returned. Large Samples, which may be incorporated into the Work, may be submitted singly.
3. Reusable Samples: Returned Samples which are intended or permitted to be incorporated in the Work are so indicated in the individual Work sections and must be in undamaged condition at time of use.

E. Warranties and Guarantees: In addition to copies desired for Contractor's use, furnish three (3) executed copies, except furnish additional copies where required for maintenance manuals.

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

- F. Survey Data: Refer to other Sections for specific general requirements on property surveys, field measurements, quantitative records of actual Work, damage surveys, photographs and similar data required by individual Work Sections of these specifications. None of specified copies will be returned.

1.5 ACTION ON SUBMITTALS

- A. Engineer's Action: Engineer will review each submittal, mark with "Action", and where possible return within two (2) weeks of receipt. Where submittal must be held for coordination, they will be returned to the Contractor within two (2) weeks of receipt for the Contractor to resubmit when it is appropriate.
 - 1. Final Unrestricted Release: Work may proceed, provided it complies with Contract documents, when submittal is returned with marking: "Approved as Submitted".
 - 2. Final-But-Restricted Release: Work may proceed, provided it complies with notations and corrections on submittal and with Contract documents, when submittal is returned with the marking: "Approved as Noted".
 - 3. Returned and Rejected: Do not proceed with Work. Submittal item is not acceptable and may not be used on the Project when noted as "Not Approved".

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

SECTION 013501 – INADVERTENT DISCOVERIES OF CULTURAL RESOURCES AND HUMAN
SKELETAL REMAINS

PART 1 - GENERAL

1.1 PROJECT SPECIFIC REQUIREMENTS

- A. Cultural resources are known to exist within Work area see Special Conditions for requirements.
- B. Special Conditions: Sarah DuBois (Eastern Region State Park Archaeologist) will be the archaeological monitor for the project. The archaeological monitor is required during removal of the CXT at the summit parking lot, filling in the cistern and patching the pavement at the summit parking lot, and grading and grubbing at the interpretive parking lot.
 - a. The archaeological monitor must be contacted 14 days prior to the start of any portion of the project needing a monitor (see list above and on the design plans).
 - b. All work must remain within the areas designated in the design plans, failure to do so will result in construction delays.

1.2 EMERGENCY CONTACTS

WSPRC Eastern Region Archaeologists

Ayla Aymond, Eastern Region Archaeologist	(509) 743-8251 (cell)
Email: ayla.aymond@parks.wa.gov	
Sarah DuBois, Eastern Region Archaeologist	(509) 972-5884 (cell)
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Alternative WSPRC Archaeologist Contacts

Jennifer Wilson, Archaeology Program Manager	(360) 787-6511 (cell)
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**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

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State Physical Anthropologist

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Assistant State Physical Anthropologist

Jennifer Spence, Dept. of Archaeology and Historic Preservation (360) 890-0174 (cell)

County Coroner/Examiner

Annie Pillers, Coroner (509) 397-5641

Area Manager

Audra Sims (509) 995-1932

Region Manager

Jason Both (509) 860-8792 (cell)

Land Owner:

Nate Morse, DNR Southeast Region Archaeologist (509) 306-3944 (cell)

Local Law Enforcement (if can't get ahold of any park staff)

Patti Wong, Park Ranger 3 (509) 990-4918

1.3 **INADVERTENT DISCOVERIES OF CULTURAL RESOURCES AND HUMAN SKELETAL REMAINS**

- A. Many of Washington's most important heritage sites reside on lands owned or managed by the Washington State Parks and Recreation Commission (WSPRC). Nearly all Washington State Parks contain one or more important historic buildings, structures, or archaeological sites. For this reason, archaeological surveys and historic building inventories are ordinarily commissioned as a part of background analysis and information gathering for park developments and undertakings. Results of these surveys are used during project planning to ensure every effort is made to avoid impacts to cultural resources. Yet, despite these efforts, there **always** remains some potential for unanticipated discoveries while working in Washington State Parks.
- B. All unanticipated discoveries, both cultural resources and human skeletal remains, are subject to all applicable federal and state statutes, regulations, and executive orders. For these reasons, the Inadvertent Discovery Plan (IDP) provides useful guidance and instructions for circumstances when cultural resources or human skeletal remains are found. Please carefully read these instructions. If you have any questions, please contact the appropriate WSPRC Area Manager or the WSPRC archaeologist assigned to the undertaking. It is also strongly recommended that anyone conducting ground-disturbing activities watch the training video produced by Washington State Dept of Ecology: [Inadvertent Discovery of Cultural Resources or Human Remains: Training for Field Staff](#). This IDP for cultural resources and human skeletal remains is based on [RCW 27.53](#), [RCW 68.50.645](#), [RCW 27.44.055](#), and [RCW 68.60.055](#) and [recommended language](#) from the Department of Archaeology and Historic Preservation (DAHP).

1.4 **INADVERTENT DISCOVERY PLAN FOR CULTURAL RESOURCES**

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

- A. If cultural resources are found during a project, activity in the immediate area of the find should be discontinued (**stop**), the area secured (**protect**), and the WSPRC archaeologists notified to assess the find (**notify**). *When in doubt, assume the material is a cultural resource and implement the IDP outlined below.*
- B. **Recognizing Cultural Resources-Types of Historic/Prehistoric Artifacts and/or Activity Areas That May Be Found**
1. Artifacts- Both historic and prehistoric artifacts may be found exposed in backhoe trenches or back dirt piles.
 - a) Prehistoric artifacts may range from finished tools such as stone pestles, arrowheads/projectile points, shell beads, or polished bone tools to small pieces or “flakes” or “chips” of exotic stone such as chert, jasper, or obsidian.
 - b) Historic artifacts may include older (more than 50 years) nails, plates/ceramics, bottles, cans, coins, glass insulators, or bricks.
 - c) Old abandoned industrial materials from farming, logging, railways, lighthouses, and military installations.
 2. Activity Area/Cultural Features- While excavating trench lines look for evidence of buried activity areas/cultural features such as old campfire hearths or buried artifacts.
 - a) An area of charcoal or very dark stained soil with artifacts or burned rocks may be a fire hearth.
 - b) A concentration of shell with or without artifacts may be shell midden deposits.
 - c) Modified or stripped trees, often cedar or aspen, or other modified natural features, such as rock drawings or carvings
 3. Historic building foundation/structural remains- During excavation, buried historic structures (e.g., privies, building foundations) that are more than 50 years old may be found.
 4. Bone- Complete or broken pieces of bones may be discovered exposed in trench walls or in back dirt piles. Bone of recent age is usually transparent or white in color. Older bone is usually found in various shades of brown. Burned bone is usually black or, if heavily burned, bluish-white.
- C. **STEPS TO TAKE IF A CULTURAL RESOURCE IS FOUND DURING CONSTRUCTION**
1. **Stop** if a cultural resource(s) is observed or suspected, all work within the immediate area of the discovery must stop.
 2. **Protect** the area from further disturbance. Do not touch, move, or further disturb the exposed materials/artifacts. Create a protected area with temporary fencing, flagging, stakes, or other clear markings that is large enough (30 feet or larger) to protect the discovery location area. The WSPRC archaeologist can help determine the size of the protected area. Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site.
 3. **Notify** the WSPRC archaeologist. If the area needs to be secured, notify the Park Ranger or Park staff as well.
 4. If requested by the WSPRC archaeologist, take photographs with a scale (e.g., pen, coin, etc.) and collect geospatial information of the discovery site to document the initial finds.
- D. **WHAT NOT TO DO IF A CULTURAL RESOURCE IS FOUND DURING CONSTRUCTION**

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1. Do not remove any artifacts from the site of the discovery.
2. Do not dig out objects protruding from any trench walls as this may cause further damage to artifacts and/or destroy important contextual information.
3. Do not share any information about the find, including on social media, except as necessary to implement the IDP.

E. WHAT HAPPENS NEXT?

1. The find will be assessed by a professional archaeologist (may be a WSPRC archaeologist or an archaeology consultant).
 - a) If the find is not a cultural resource, construction work may resume.
 - b) If the find is a cultural resource, the WSPRC archaeologist will contact the DAHP and affected Tribes, as appropriate, to develop a suitable treatment plan for the resource.
2. Construction work may resume in the protected area after the WSPRC archaeologist assigned to the undertaking has determined that the find has been adequately investigated and, if necessary, a treatment plan and monitor are in place to protect any remaining archaeological deposits.

1.5 INADVERTENT DISCOVERY PLAN FOR HUMAN SKELETAL REMAINS

A. Native American burials and historic grave sites are uncommon features on Washington State Park lands. These remains, as well as any associated artifacts or funerary objects, are protected under state law and, if the park is a federal lease, applicable federal law. If you discover human remains (or bones that you believe may be human remains) during construction, please follow these important instructions. It is imperative that reporting and treatment of any human remains found during construction or any ground-disturbing activities are treated with utmost dignity and respect.

B. **Steps to Take If Human Skeletal Remains are Found During Construction**

1. **Stop** if human skeletal remains observed or suspected, all work within the immediate area of the discovery must stop.
2. **Protect** the area from further disturbance. Do not touch, move, or further disturb the remains. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and shield them from being photographed. Create a protected area with temporary fencing, flagging, stakes, or other clear markings that is large enough (30 feet or larger) to protect the discovery location area. The WSPRC archaeologist can help determine the size of the protected area. Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site.
3. **Notify** law enforcement and the appropriate county medical examiner/coroner as soon as possible. If you are unsure if the remains are human, the physical anthropologist at DAHP may be called. Also notify the Park Ranger, the WSPRC archaeologist, and the WSPRC Curator of Collections/NAGRPA Specialist of the discovery of the remains.
4. If requested by law enforcement, the county coroner/examiner, the DAHP physical anthropologist, or the WSPRC archaeologist, take photographs with a scale (e.g., pen, coin, etc.) and geospatial information of the discovery site to document the initial finds.

C. **What Not to Do If Human Skeletal Remains are Found During Construction**

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1. Do not pick up or remove anything.
2. Do not take any photographs of the remains unless instructed to do so by law enforcement, the county coroner/examiner, the DAHP physical anthropologist, or the WSPRC archaeologist. If pictures are requested, be prepared to photograph them with a scale (e.g., pen, coin, etc.) and collect geospatial information of the remains.
3. Do not call 911 unless you cannot reach law enforcement or the coroner/examiner by other means.
4. Do not share any information about the find, including on social media, except as necessary to implement the IDP.

D. What Happens Next?

1. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and decide whether those remains are forensic (crime-related) or non-forensic.
 - a) If forensic, the county medical examiner/coroner will retain jurisdiction over the remains.
 - b) If non-forensic, the county medical examiner/coroner will report that finding to the DAHP who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected Tribes of the remains. The State Physical Anthropologist will decide whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected Tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

Note: The WSPRC archaeologist assigned to the undertaking will be coordinating and consulting with the DAHP, affected Tribes, and other groups as necessary. Additionally, WSPRC's Curator of Collections/NAGPRA Specialist should be included on all written and/or verbal correspondence until the remains have been officially transferred from WSPRC's possession to an outside authority. Until the remains are transferred off of WSPRC's property, it is the responsibility of the Curator of Collections/NAGPRA Specialist to document and track the information regarding all human remains and associated funerary objects (including all material from excavation areas/units from which the human remains were removed).

2. Construction work may resume in the protected area after the WSPRC archaeologist assigned to the undertaking has determined that the find has been adequately investigated and, if necessary, a treatment plan and monitor are in place.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

**STEPTOE BUTTE HERITAGE SITE STATE PARK
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SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and -control services required by Project Representative, Owner, or Authorities Having Jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
 - 1. Divisions 02 through 33 Sections for specific test and inspection requirements.
 - 2. GeoProfessional Innovation Corporation (GPI) Report dated October 1, 2020 located in Appendix A.

1.2 DEFINITIONS

- A. Performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Project Representative.
- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to Authorities Having Jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

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- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of 5 previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Project Representative for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Project Representative for a decision before proceeding.

1.4 QUANTITY SHEETS/WEIGHT TICKETS

- A. For bulk items, supply quantity sheets (load receipts) to account for each load delivered to the jobsite. Deliver quantity sheets to Inspector on job at delivery time. If Inspector is not on job, deliver quantity sheets on a daily basis to place designated by Project Representative.
- B. No payment shall be made for materials delivered for which quantity tickets have not been turned into Inspector or delivered to designated place at end of working day. Backdated tickets are not acceptable as a basis for payment, except at Project Representative's discretion.
- C. If bid item for material to be delivered to jobsite is stated in TONS, only weight slips from approved scale are acceptable for payment purposes, unless approved in advance by Project Representative.

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- D. No payment for materials will be made until proper accounting has been made. Final quantity records are approved by Project Representative, with payment at Project Representative's discretion.

1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
5. Other required items indicated in individual Specification Sections.

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- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.7 QUALITY CONTROL

- A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 - 1. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 - 2. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 3. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 4. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.

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- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Project Representative.

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- 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Project Representative's.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

**STEPTOE BUTTE HERITAGE SITE STATE PARK
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SECTION 014100 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 PERMITS, CODES AND REGULATIONS

- A. The following permits have been applied for (or are on file) and incorporated into the contract:
 - 1. State Environmental Policy Act (SEPA): A Determination of Non-significance was issued February 16, 2021.
 - 2. C.S.W.G.P. – Construction Stormwater General Permit
 - 3. Hydraulic Project Approval (HPA): Permit Number 2021-1-35+02
 - 4. Whitman County Critical Areas Review
- B. Conform with the requirements of listed permits and additional or other applicable permits, codes, and regulations as may govern Work.
- C. Obtain and pay fees for licenses, permits, inspections, and approvals required by laws, ordinances, and rules of appropriate governing or approving agencies necessary for proper completion of Work (other than those listed under item 1.1A. above and Special Inspections called for by the International Building Code).
- D. Conform with current applicable codes, regulations and standards, which is the minimum standard of quality for material and workmanship. Provide labor, materials, and equipment necessary for compliance with code requirements or interpretations, although not specifically detailed in the Drawings or specifications. Be familiar with applicable codes and standards prior to bidding.
- E. Process through Project Representative, requests to extend, modify, revise, or renew any of the permits (listed in 1.1A above). Furnish requests in writing and include a narrative description and adequate Drawings to clearly describe and depict proposed action. Do not contact regulatory agency with requests for permit extensions, modifications, revisions, or renewals without the prior written consent of Project Representative.

1.2 VARIATIONS WITH CODES, REGULATIONS AND STANDARDS

- A. Nothing in the drawings and specifications permits Work not conforming to codes, permits or regulations. Promptly submit written notice to Project Representative of observed variations or discrepancies between the Contract documents and governing codes and regulations.
- B. Appropriate modifications to the Contract documents will be made by Change Order to incorporate changes to Work resulting from code and/or regulatory requirements. Contractor assumes responsibility for Work contrary to such requirements if Work proceeds without notice.

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- C. Contractor is not relieved from complying with requirements of Contract documents which may exceed, but not conflict with requirements of governing codes.

1.3 COORDINATION WITH REGULATORY AGENCIES

- A. Coordinate Work with appropriate governing or regulating authorities and agencies.
- B. Provide advance notification to proper officials of Project schedule and schedule revisions throughout Project duration, in order to allow proper scheduling of inspection visits at proper stages of Work completion.
- C. Regulation coordination is in addition to inspections conducted by Project Representative. Notify Project Representative of scheduled inspections involving outside regulating officials, to allow Project Representative to be present for inspections.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CLEARING REQUIREMENTS

- A. Contractor shall flag all clearing limits not less than 6 weeks prior to any scheduled ground disturbing activities. Once clearing areas are flagged, the Contractor shall notify the Engineer, WSPRC, and Whitman County so that Palouse Prairie plants can be removed by Others within the provided time frame (6 weeks). Earth disturbance can occur following removal the Palouse Prairie plants. Vegetation not removed by Others shall be removed by the Contractor and disposed of in accordance with the Specifications.

END OF SECTION

**STEPTOE BUTTE HERITAGE SITE STATE PARK
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SECTION 014200 – REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the General Conditions of the Contract.
- B. "Approved": When used to convey Project Representative's action on Contractor's submittals, applications, and requests, "approved" is limited to Project Representative's duties and responsibilities as stated in the General Conditions of the Contract.
- C. "Directed": A command or instruction by Project Representative. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Engineer", "Project Architect", "Engineer", and "Architect" are interchangeable terms.
- J. Project Representative and Owners Representative are interchangeable terms.
- K. "As-built Drawings": Drawings done by the Contractor in the field showing changes to the Work.
- L. "Record Drawings": Drawings prepared based on the information on the As-built Drawings.

1.2 GENERAL

- A. Applicable standards of the construction industry have the same force and effect (and are made a part of the Contract Documents by reference) as if directly copied or bound herein.

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1.3 PUBLICATION DATES

- A. Where compliance with an industry standard is required, comply with the standard in effect on Bid Date.

1.4 ABBREVIATIONS AND NAMES

- A. The following acronyms or abbreviations, referenced in the Contract documents, are defined to mean the associated name. Applicable standards include, but are not limited to the following:

1.	AASHTO	American Association of State Highway & Transportation Officials
2.	ACI	American Concrete Institute
3.	AGA	American Gas Association
4.	AI	Asphalt Institute
5.	AIA	American Institute of Architects (The)
6.	AISC	American Institute of Steel Construction, Inc.
7.	AISI	American Iron and Steel Institute
8.	AITC	American Institute of Timber Construction
9.	ANSI	American National Standards Institute
10.	APA	Engineered Wood Association (The)
11.	APWA	American Public Works Association
12.	ASME	American Society of Mechanical Engineers
13.	ASTM	American Society for Testing and Materials International
14.	AWPA	American Wood Protection Association
15.	AWS	American Welding Society
16.	AWWA	American Water Works Association
17.	CRSI	Concrete Reinforcing Steel Institute
18.	EPA	Environmental Protection Agency
19.	HPVA	Hardwood Plywood and Veneer Association
20.	IBC	International Building Code
21.	IEEE	Institute of Electrical & Electronics Engineers, Inc. (The)
22.	IES	Illuminating Engineering Society of North America
23.	LPI	Lighting Protection Institute
24.	MCAA	Mechanical Contractors Association of America, Inc.
25.	NIST	National Institute of Standards and Technology
26.	NCMA	National Concrete Masonry Association
27.	NEC	National Electrical Code
28.	NECA	National Electrical Contractors Association, Inc.
29.	NFPA	National Fire Protection Association
30.	NHLA	National Hardwood Lumber Association
31.	NSF	National Sanitation Foundation International
32.	OSHA	Occupational Safety & Health Administration
33.	PCA	Portland Cement Association, (The)
34.	SEPA	State Environmental Policy Act
35.	UL	Underwriters Laboratories, Inc.
36.	UPC	Uniform Plumbing Code
37.	WCLIB	West Coast Lumber Inspection Bureau (Grading Rules)
38.	WRI	Wire Reinforcement Institute
39.	WSDOE or ECY	Washington State Department of Ecology
40.	WSDOH or DOH	Washington State Department of Health

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| 41. | WSDOT | Washington State Department of Transportation |
| 42. | WSPRC | Washington State Parks and Recreation Commission |
| 43. | WWPA | Western Wood Products Association (Grading Rules) |

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

**STEPTOE BUTTE HERITAGE SITE STATE PARK
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SECTION 015000 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 PROTECTION OF PROPERTY AND EXISTING FACILITIES

- A. Provide protections necessary to prevent damage to park property and facilities.
- B. Only rubber-tired equipment are permitted to operate on paved park roads. Tracked vehicles and equipment are allowed on temporary surfaces prior to paving.
- C. Protect existing trees and other vegetation indicated to remain in place against cutting, breaking or skinning of roots, skinning and bruising of bark, or smothering of trees by stockpiling materials within dripline. Provide necessary temporary guards to protect trees and vegetation to remain in place.
- D. Make every effort to minimize damage and cutting major tree roots during excavation operations. Provide protection for larger tree roots exposed or cut during excavation operations.
- E. All temporary staging, laydown, and stockpiles areas shall be approved by the Project Engineer and WSPRC prior to the occurrence of this work. If these areas are near or within existing critical areas (prairie plants), the Contractor shall flag all clearing limits not less than 6 weeks prior to any scheduled ground disturbing activities. Once clearing areas are flagged, the Contractor shall notify the Engineer, WSPRC, and Whitman County so that Palouse Prairie plants can be removed by Others within the provided time frame (6 weeks). Earth disturbance can occur following removal the Palouse Prairie plants. Vegetation not removed by Others shall be removed by the Contractor and disposed of in accordance with the Specifications. All temporary staging, laydown, and stockpile areas shall be restored at the contractor's expense.

1.2 ENVIRONMENTAL PROTECTIONS

- A. Scope:
 - 1. Provide labor, materials, equipment and perform Work required for protection of environment during and as a result of construction operations under contract.
- B. Applicable Regulations:
 - 1. Comply with applicable federal, state, and local laws and regulations concerning environmental pollution control and abatement, and specific requirements elsewhere in specifications and drawings to prevent and provide for control of environmental pollution.
- C. Protection of Land Resources:
 - 1. Give special attention to the effect of Contractor's operations upon surroundings. Take special care to maintain natural surroundings undamaged and conduct Work in compliance with following requirements:

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- a. When Work is completed, remove storage and other Contractor buildings and facilities, and sites restored to a neat and presentable condition appropriate to surrounding landscape, unless otherwise specified. Remove debris resulting from Contractor's operation.
- b. Store petroleum products, industrial chemicals and similar toxic or volatile materials in durable containers approved by the Authority Having Jurisdiction and located in areas where accidental spillage will not enter water. Store substantial quantities of materials in an area surrounded by containment dikes of sufficient capacity to contain an aggregate capacity of tanks.

D. Protection and Restoration of Property:

1. Preserve public and private property, monuments, power and telephone lines, other utilities, prevention of damage to natural environment, etc., insofar as they may be endangered by Work.
2. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in execution of Work, or in consequence of non-execution of Contractor, restore, or have restored at Contractor's expense, such property to a condition similar and equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same, or make good damage or injury in some other manner acceptable to Project Representative.

E. Protection of Water Resources:

1. Perform Work not to create conditions injurious to fish or to their habitat, or which would make water unsuitable for private, municipal, or industrial use.
2. Take special measures to prevent chemicals, fuels, oils, grease, bituminous materials, waste washings, herbicides, insecticides, lime, wet concrete, cement, silt or organic or other deleterious material from entering waterways.
3. Dispose of offsite, in a lawful manner conforming to applicable local, state and federal laws wastes, effluents, trash, garbage, oil, grease, chemicals, cement, bitumen, etc., petroleum, and chemical products or wastes containing such products. Furnish Owner with documentation showing compliance with this requirement.
4. Conform to applicable local, state and federal laws for disposal of effluents. Dispose of waters used to wash down equipment in a manner to prevent their entry into a waterway. If waste material is dumped in unauthorized areas, remove material and restore area to condition of adjacent, undisturbed area. If necessary, excavate contaminated ground and disposed of as directed by Project Representative and replace with suitable compacted fill material with surface restored to original condition.

F. Dust Control:

1. Dust control is required on roads used by Contractor. Maintain excavations, embankments, stockpiles, roads, plant sites, waste areas, borrow areas and other Work areas within or without the Project boundaries free from dust which would cause a hazard or nuisance to others. Provide approved, temporary methods of stabilization consisting of sprinkling,

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chemical treatment, light bituminous treatment or equal methods to control dust. If sprinkling is used, sprinkling must be repeated at intervals to keep disturbed areas at least damp.

G. Temporary Water Pollution/Erosion Controls:

1. Provide for prevention, control and abatement of soil erosion and water pollution within the limits of Project, to prevent and/or minimize damage to adjacent bodies of water and work itself.
2. Coordinate temporary soil erosion/water pollution control measures with permanent drainage and erosion control Work to ensure effective and continuous controls are maintained throughout Project life.
3. Develop a written spill prevention and response plan for construction activities adjacent to/and over any surface waters and/or wetlands. "Adjacent" means within 150' as measured on a horizontal plane. Plan addresses:
 - a. Narrative description of the proposed construction methods, materials, and equipment to be used for Work
 - b. Assessment and listing of hazardous materials and/or potential contaminants that could be released during execution of Work
 - c. Material Safety Data Sheets (MSDS) with cleanup instructions for potential contaminants
 - d. Spill response/cleanup materials and instructions for use
 - e. Procedures and precautions to prevent spills
 - f. Spill response training for on-site personnel, including the location of the containment and cleanup materials at site
 - g. Emergency notification in case of a spill or release. Park Manager and Project Representative must be included on the list of notified.
4. Comply with applicable codes and ordinances for spill prevention and response plan and submit a copy to Project Representative before commencing Work adjacent to or over any waters and/or wetlands.

1.3 EMERGENCY SPILL RESPONSE NOTIFICATION

- A. Under state law, Ecology must be notified when any amount of regulated waste or hazardous material that poses an imminent threat to life, health, or the environment is released to the air, land, or water, or whenever oil is spilled on land or to waters of the state. The spiller is always responsible for reporting a spill. Failure to report a spill in a timely manner may result in enforcement actions. If you are not responsible for a spill, making the initial notification does not make you liable. However, please consult with Ecology's

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response team before attempting any type of response or cleanup. Also notify Park Manager and Project Representative.

- B. If oil or hazardous materials are spilled to state waters, the spiller must notify both federal and state spill response agencies. The federal agency is the National Response Center at 1-800-424-8802. For state notification, call the Washington Emergency Management Division (EMD) at 1-800-258-5990 or 1-800-OILS-911 AND the appropriate Ecology regional office for your county (see numbers below). An Ecology spill responder will normally call reporting party back to gather more information. The agency will then determine its response actions. Also notify Park Manager and Project Representative.
- C. Ecology Regional Spill Reporting Numbers:
 - 1. Eastern Regional Office: (509) 329-3400
TDD: Washington Relay Service 711 or (800) 833-6388.

1.4 PARK TRAFFIC/PEDESTRIAN CONTROLS

- A. Properly warn the public of construction equipment and activities, open trenches, and/or other unsafe conditions by providing all necessary warning equipment. Equipment includes warning signs, barricades, fencing, flashing lights and traffic control personnel (flaggers).
- B. Conduct operations with the least possible obstruction and inconvenience to the public in accordance with appropriate Section(s) of the WSDOT "Standard Specifications".

1.5 PROTECTION OF WORK

- A. Protect Work, materials, and equipment against damage, weather conditions, or other hazards. Equipment, Work or materials found damaged or in other than new condition will be rejected by Project Representative.

1.6 REMOVAL AND REPLACEMENT OF STATE-OWNED ITEMS

- A. Should any state-owned items, such as signs, bumper blocks, or related items, interfere with the proper construction process, remove and reinstall such items to the satisfaction of Project Representative.

1.7 USE OF PARK SPACE

- A. Only in areas of park that Contract covers and only during active inclusive dates of Contract.
- B. Contractor vehicle and equipment parking only as designated by Project Representative.

1.8 ROADWAY CLOSURE

- A. The Contractor is allowed to close the road during the course of construction. State Parks will provide a combination padlock for the park entrance gate at Hume Rd. The Contractor shall

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provide appropriate safety measures to effectively prevent automotive traffic from entering upon any traveled way under construction, including but not limited to, advanced warning signs, signs at the park entrance, cones and other measures.

- B. Contractor must provide traffic control on Hume Road as necessary for project improvements identified on Sheet 16. All work within the Right-of-way must be coordinated with Whitman County prior to the occurrence of work.
- C. Contractor must provide access for communication cell tower service traffic to perform work on the cell towers atop the butte. Emergency vehicle access must be maintained at all times. Contractor's on-site project manager to be designated as the emergency contact person.

1.9 UTILITIES

- A. Existing subsurface utilities on Project are represented on Contract Drawings to the best of the Commission's knowledge. It is Contractor's responsibility to verify existence of utilities and determine exact location and depth. Maintain use of utilities during construction through temporary connections or other measures suitable to Commission. No extra compensation will be made for removal, temporary connections, relocations, or replacement of utilities.

1.10 SERVICE OUTAGES

- A. Coordinate and schedule outages for, power, water, and sewer service connections/repairs with Park Manager, so as not to inconvenience park staff or public.

1.11 SANITARY FACILITIES

- A. Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of Authorities Having Jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 015526 – TRAFFIC CONTROL

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

- A. The Contractor is allowed to close the road during the course of construction. State Parks will provide a combination padlock for the park entrance gate at Hume Road. The Contractor shall provide appropriate safety measures to effectively prevent automotive traffic from entering upon any traveled way under construction, including but not limited to, advanced warning signs, signs at the park entrance, cones and other measures.
- B. Contractor must provide traffic control on Hume Road as necessary for project improvements identified on Sheet 16. All work within the right-of-way must be coordinated with Whitman County prior to the occurrence of work.
- C. Contractor must provide access for communication cell tower service traffic to perform work on the cell towers atop the Butte. Emergency vehicle access must be maintained at all times. Contractor's on-site project manager to be designated as the emergency contact person.

1.2 RELATED REQUIREMENTS

- A. Section 015000 – Temporary Facilities and Controls

1.3 GENERAL

- A. Provide flaggers, signs, and other traffic control devices in accordance with the Washington State Department of Transportation (WSDOT) Current Edition, Standard Specifications for Road, Bridge, and Municipal Construction and the Manual on Uniform Traffic Control Devices (MUTCD). Erect and maintain construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public from injury or damage as a result of the Contractor's operations that may occur on highways, roads, drives, streets, or sidewalks and walkways. Do no work on or adjacent to the above locations until necessary signs and traffic control devices are in place.
- B. These flaggers, signs, and other traffic control devices are for the safety of the public, the Contractor's employees, and Commission's personnel and to facilitate the movement of the traveling public. They may be used for the separation or merging of public and construction traffic when in accordance with a specific approved traffic control plan.
- C. Upon failure of the Contractor to immediately provide flaggers; erect, maintain, and remove signs; or provide, erect, maintain, and remove other traffic control devices, the Commission may, without further notice to the Contractor, shut down the Contractor's activity until adjacent traffic control is implemented.

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- D. Providing adequate flaggers, signs, and other traffic control devices for the protection of the work and the public at all times, regardless of whether or not the flaggers, signs, and other traffic control devices are ordered by the Project Representative, furnished by the Commission, or paid for by the Commission or by any modifications made by the Contractor. The Contractor shall be liable for injuries and damages to persons and property suffered by reason of the Contractor's operations or any negligence in connection therewith.
- E. Lane closure or diversion: Advanced warning must be provided to Whitman County prior to the lane closure on Hume Road. The contractor must notify Dean Cornelison at (509) 397-5201 a minimum of 3 days prior to the planned lane closure.

1.4 CONFORMANCE TO ESTABLISHED STANDARDS

- A. Flagging, signs, and other traffic control devices: conform to the standards established in the latest edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, to the WSDOT Traffic Control Plans 1 through 18 (TC1-19) as published by WSDOT at <https://www.wsdot.wa.gov/Design/Standards/PlanSheet/Work-Zone-Typical-TCPs.htm> and to the Manual on Uniform Traffic Control Devices (MUTCD).

1.5 SUBMITTALS

- A. Submit a temporary traffic control plan for Project Representative review.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, and access by emergency vehicles. Monitor parking of construction personnel's vehicles. Maintain vehicular access to and through parking areas. Prevent parking on or adjacent to access roads or in non-designated areas.

END OF SECTION

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SECTION 016000 – PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 IMPLIED/INCIDENTAL MATERIALS

- A. Minor materials required for proper Project completion although not specifically mentioned or shown in Contract documents, are part of materials to be provided by Contractor as a part of Contract and are considered incidental to the total cost of Project. No additional compensation is due to the Contractor for providing such items.

1.2 QUALITY OF MATERIALS

- A. Materials are to be new, free from defects, and of quality specified in the drawings and specifications.
- B. Select and provide materials to ensure satisfactory operation and rated life in prevailing environmental conditions were installed.
- C. Same make and quality throughout the entire job, for each type. Furnish materials of latest standard design products of manufacturers regularly engaged in their production.

1.3 SPECIFIED MATERIALS

- A. Drawings and specifications generally reference only one make and model for each item of material or equipment required. This is not intended to be restrictive but indicates the standard of quality, design, and features required.
- B. Specified product is the basis of design regarding physical size, strength, and performance. Products named indicate minimum acceptable product and are "or equal" unless noted otherwise.

1.4 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Project Representative will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution is consistent with Contract Documents and will produce indicated results.
 - b. Requested substitution provides sustainable design characteristics that specified product provided.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.

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- d. Requested substitution has received necessary approvals of Authorities Having Jurisdiction.
 - e. Requested substitution is compatible with other portions of Work.
 - f. Requested substitution has been coordinated with other portions of Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Project Representative will consider requests for substitution if received within 14 days after the Notice to Proceed.
- 1. Conditions: Project Representative will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to Contract Documents.
 - c. Requested substitution is consistent with Contract Documents and will produce indicated results.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of Authorities Having Jurisdiction.
 - f. Requested substitution is compatible with other portions of Work.
 - g. Requested substitution has been coordinated with other portions of Work.
 - h. Requested substitution provides specified warranty.
 - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

1.5 SUBSTITUTION OF MATERIALS ("OR EQUAL")

- A. Proposed equipment to be considered "or equal" will necessitate written approval by the Engineer prior to substitution.
- B. On requests for substitution of materials clearly define and describe proposed substitute.

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- C. Accompany requests by complete specifications, samples, records of performance, certified test reports, and such other information as the Engineer may request to evaluate the substitute product.
- D. Contractor is responsible for a substitute item suiting the installation requirements and for additional costs incurred as a result of substitution.
- E. Final decisions regarding quality and suitability of proposed substitutions rests solely with Engineer and will be based on information submitted.

1.6 TECHNICAL DATA

- A. Technical data and information contained herein relies entirely on tests and ratings provided by manufacturers who are solely responsible for their accuracy. Project Representative, by use of this information in no way implies that Project Representative has tested or otherwise verified the results of published manufacturer's information.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Transport products by methods to avoid product damage. Only deliver products to the site that are undamaged and free from defects.
- B. Provide proper equipment and personnel to handle and transport materials/products to the Project sites safely and undamaged.
- C. Promptly inspect material to assure that products comply with Contract requirements, quantities are correct, and products are undamaged.
- D. Store and/or stockpile materials and products only in areas of park designated and approved by Project Representative prior to delivery.
- E. Arrange storage to provide easy access for inspections. Original product labels, certifications, stamps, etc. to be intact and readily visible for inspection purposes.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL (NOT USED)

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, otherwise reused, or relocated to the existing quarry (as determined by the Project Engineer and WSPRC), remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to Authorities Having Jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Waste and debris removed from the worksite and not specified for reuse becomes the responsibility of the Contractor and disposed of off park property in areas authorized by the applicable county and/or state agencies and in accordance with current rules and regulations governing the disposal of solid waste. Disposal fees and sundry charges are paid by the Contractor and are incidental to the contract.
- C. Burning: Do not burn waste materials.
- D. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION

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SECTION 017700 – CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 AS-BUILTS

- A. Before final acceptance of Project, furnish Project Representative "As-Builts" which shows as-built locations and dimensions of major items constructed. Include locations and elevations of existing utilities encountered during excavation. Show location of pipes, buildings, structures, etc. by field measurements consisting of at least two (2) ties to permanent surface objects such as buildings, etc.
- B. Final payment: No more than 95 percent until As-Built Drawings received. Payment made after receipt and acceptance of drawings by Project Representative. Lack of As-Built Drawings will not be a cause for contract extensions.

1.2 SPECIAL TOOLS

- A. Deliver special tools required for maintenance and adjustment of equipment to Project Representative upon completion and before final acceptance of Project.

1.3 SPARE MATERIALS AND PARTS

- A. Before final acceptance, deliver spare materials, parts and other similar items to storage locations specified by Project Representative.

1.4 CERTIFICATES AND PERMITS

- A. Submit signed original certificates of compliance and final approval from Authorities Having Jurisdiction.

1.5 OUTSTANDING DOCUMENTS

- A. Expedite and submit outstanding administrative documents including outstanding cost proposals, Change Orders, etc.

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1.6 PRIOR OCCUPANCY

- A. Reference General Conditions.
- B. Commission has the right to occupy completed portions of Project prior to final acceptance, and such occupation is not an acceptance of Project. Prior to occupancy, Project Representative and Contractor mutually agree to a date for prior occupancy; the area to be occupied; that occupancy is commencing within the requirements of applicable codes and ordinances; that endorsements from insurance companies, as necessary to maintain full insurance of Project regardless of prior occupancy, have been obtained; and that other necessary provisions are completed.
- C. The Project Representative will inspect areas designated for prior occupancy and issue a letter of acceptance or provide a list of deficiencies to be corrected to Contractor. Correct deficiencies prior to date of occupancy.

1.7 SUBSTANTIAL COMPLETION

- A. Reference General Conditions.
- B. Notify Project Representative in writing a minimum of seven (7) days in advance of the scheduled date of completion. Project Representative will conduct a "pre-final" inspection and formulate a final punchlist of Work items to be completed prior to final inspection. Project Representative will establish the date of substantial completion based on pre-final inspection findings. Following this inspection, Project Representative will either issue notice of substantial completion or advise the Contractor of deficient items which must be corrected prior to issuance of substantial completion.

1.8 DAMAGE TO FACILITIES, ROADS, VEGETATION OR PROPERTY

- A. During the course of construction, should any park facility be damaged by the Contractor's actions, operations or neglect, repair any such damages to their original condition, as acceptable to the Project Representative, at no cost to the Commission.
- B. Repair, restore or replace any park roads, vegetation or property damaged by the Contractor to the original condition at the time construction began. Repair or replace trees and vegetation indicated to remain, which has been damaged by construction operations, in a manner acceptable to the Project Representative.

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1.9 FINAL CLEAN-UP

- A. Clean up the entire construction site and all grounds occupied by the Contractor in connection with the Work. Upon completion of the Work and prior to final inspection and acceptance,
- B. Fine graded, rake clean and smooth all worksites and disturbed areas. Remove from the park rubbish, surplus and discarded materials, falsework, temporary structures, equipment and debris.
- C. Leave all phases of the Project clean and ready for public use prior to final acceptance.
- D. Inspect all materials and surfaces for damage, scratches, marring, untreated ends of sawcuts, etc. and repair to original or intended condition.

1.10 FINAL INSPECTION AND ACCEPTANCE

- A. Reference General Conditions.
- B. Notify Project Representative in writing when Work, including punchlist items, has been completed.
- C. Project Representative will schedule and conduct a final inspection to verify that outstanding Work items are complete.
- D. Owner will establish the date of final acceptance based on the results of final inspection. Complete/correct any items identified as outstanding during final inspection prior to final acceptance of Project.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 024100 – DEMOLITION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Work includes removal, disposal, and salvage of materials, as indicated on the plans or directed by the Engineer. Work also includes backfilling of trenches, holes or pits that result from demolition.

1.2 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General Conditions, and Division 01 Specification Sections, apply to this section.
- B. GeoProfessional Innovation Corporation (GPI) Report dated October 1, 2020, located in Appendix A.
- C. DNR Land Use License located in Appendix C.
- D. Related Sections:
 - 1. Section 310000 “Earthwork”
 - 2. Section 311000 “Site Clearing”
 - 3. Section 312500 “Erosion and Sedimentation Controls”
 - 4. Section 321217 “Asphalt Paving Reuse”
 - 5. Section 329119.13 “Topsoil Placement and Grading”
 - 6. Section 013501 “Inadvertent Discoveries of Cultural Resources and Skeletal Remains”

1.3 STANDARD SPECIFICATIONS

- A. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction and the current edition of the Standard Plans, as published by the Washington State Department of Transportation (WSDOT), unless otherwise indicated herein.
- B. Contractor shall have one (1) copy of the current edition of the WSDOT Standard Specifications and all amendments therein, and applicable WSDOT Standard Plans at job site.

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PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

A. Contractor shall flag all clearing limits not less than 6 weeks prior to any scheduled ground disturbing activities. Once clearing areas are flagged, the Contractor shall notify the Engineer, WSPRC, and Whitman County so that Palouse Prairie plants can be removed by Others within the provided time frame (6 weeks). Earth disturbance can occur following removal the Palouse Prairie plants. Vegetation not removed by Others shall be removed by the Contractor and disposed of in accordance with the Specifications.

B. A professional archaeological monitor is required to be present for all disturbance or earthwork:

1. Pavement restoration and fill for the existing cistern in the summit parking lot.
2. Grading and grubbing at the interpretive lot.

Contact Sarah Dubois (362) 972-5884 at least 14 calendar days in advance of construction in order to make arrangements for archaeological monitoring. See specification section 013501 – Inadvertent Discoveries of Cultural Resources and Skeletal Remains for additional information/requirements.

C. With certain exceptions, the Contractor shall raise, remove, and dispose of all structures and other obstructions that lie wholly or partially within the clearing limits. The exceptions are utility-owned equipment, items indicated to remain on the plans, and any other items the Owner may direct the Contractor to leave intact. The Contractor shall:

1. Protect and maintain all above surface and subsurface utilities and pipes.
2. Protect and maintain all power, lighting, and telecommunications structures and conduit, unless otherwise indicated on the plans.
3. Fill cavities left by the removal of structures. Fill shall match the level of the surrounding ground. Any such fill shall be compacted to meet the requirements of Section 31 00 00, Earthwork.
4. Make a vertical saw cut between any existing improvements to remain and the portion to be removed.
5. Replace at no expense to the Owner any existing improvements to remain that are damaged during the removal of other improvements.

D. When salvageable material is to remain on the Owner's property, the materials identified shall be removed as described herein or on the plans.

E. Any waste material not named as the Owner's property will belong to the Contractor. The Contractor shall store or dispose of such material off-site in a safe and legal manner at no expense to the Owner.

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END SECTION

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SECTION 310000 – EARTHWORK

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Work includes site earthwork including excavation, subgrade verification, backfill and fill, compaction, grading, wet weather provisions, disposal of excess and waste materials, field quality control, and protection.

1.2 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this section.
- B. GeoProfessional Innovation Corporation (GPI) Report dated October 1, 2020, located in Appendix A.
- C. DNR Land Use License located in Appendix C.
- D. Related Sections:
 - 1. Section 311000 “Site Clearing”
 - 2. Section 312500 “Erosion and Sedimentation Controls”
 - 3. Section 013501 “Inadvertent Discoveries of Cultural Resources and Skeletal Remains”

1.3 STANDARD SPECIFICATIONS

- A. All work to be performed and materials to be used shall be in accordance with the current edition of Standard Specifications for Road, Bridge, and Municipal Construction and the current edition Standard Plans, as published by the Washington State Department of Transportation (WSDOT), unless otherwise indicated herein.
- B. Contractor shall have one (1) copy of the current edition of the Standard Specifications and all amendments therein, and applicable WSDOT Standard Plans at job site.

1.4 DEFINITIONS

- A. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
- B. Fill: Soil materials used to raise existing grades.
- C. Sub grade: Uppermost surface of an excavation or the top surface of a fill or backfill.

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1.5 QUALITY ASSURANCE

A. Soil Testing:

1. Owner will engage a Geotechnical Consultant to test soil materials proposed for use in the work, and for quality control testing during excavation and fill operations.
2. Samples of materials shall be furnished to the Geotechnical Consultant by the Contractor, at least one (1) week before their anticipated use.
3. Under this contract, smooth out areas for density tests and otherwise facilitate testing work as directed.

B. Shoring Systems: Pre-Engineered systems, clearly labeled as such, may be used at Contractor's expense.

1.6 SUBMITTALS

A. Contractor shall submit samples of earthwork materials to the material testing consultant, at least one (1) week before their anticipated use.

B. Contractor shall submit a gradation summary of the following to the Engineer for approval:

1. All earthwork products and aggregate materials brought to the site.

C. Material Test Reports as follows:

1. Classification according to ASTM D 2487.
2. Laboratory compaction curve according to ASTM D 1557.

PART 2 - PRODUCTS

2.1 TRENCH BACKFILL MATERIAL

- A. Trench backfill shall conform to WSDOT Standard Specification, Section 9-03.12(3) Gravel Backfill for Pipe Zone Bedding. Suitable material shall be on-site or imported well-graded granular material free of organics and debris. Maximum particle size shall be 1 ½-inches, and there shall be no more than 10 percent fines (material passing No. 200 sieve). Material shall be capable of being compacted as specified under the weather conditions prevailing at the time of construction.

2.2 NONSTRUCTURAL FILL

- A. Nonstructural fill shall conform to WSDOT Standard Specification, Section 9-03.15 Native Material for Trench Backfill. Material shall be capable of being compacted as specified under the weather conditions prevailing at the time of construction.

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2.3 STRUCTURAL FILL

- A. Structural fill shall conform to WSDOT Standard Specifications, section 9-03.14 (3) Common Borrow. Material shall be capable of being compacted as specified under the weather conditions prevailing at the time of construction.

2.4 NON-WOVEN GEOTEXTILE

- A. Non-woven geotextiles shall generally conform to WSDOT Standard Specifications, section 9-33.2 (1) Table 3 for Subgrade Separation.
- B. Minimum Material Specifications:
- Grab tensile strength: 160 pounds (ASTM D4632)
 - Puncture resistance: 310 pounds (ASTM D6241)
 - Permittivity: 0.2 seconds (ASTM D4491)

2.5 TRIAXIAL OR BIAxIAL GEOGRIDS

- A. Minimum Material Specifications:
- 93 percent junction efficiency (GRI-GG2-05)
 - 0.65 m-N/degree aperture stability
 - Ultimate Tensile Strength of 1,310 lf/ft.
 - Flexural stiffness of 750,000 mg-cm

PART 3 - EXECUTION

3.1 ARCHAEOLOGICAL MONITORING

- A. A professional archaeological monitor is required to be present for all disturbance or earthwork:
1. Pavement restoration and fill for the existing cistern in the summit parking lot.
 2. Grading and grubbing at the interpretive lot.

Contact Sarah Dubois (362) 972-5884 at least 14 calendar days in advance of construction in order to make arrangements for archaeological monitoring. See specification section 013501 – Inadvertent Discoveries of Cultural Resources and Skeletal Remains for additional information/requirements.

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3.2 EXCAVATION

- A. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions, without specific direction of the Owner. Unauthorized excavation, as well as remedial work directed by the Owner, shall be at no change in contract amount:
 - 1. Backfill and compact unauthorized excavations with structural fill as specified herein.
- B. ROCK EXCAVATION
 - 1. If bedrock excavation is necessary the work shall be performed with late-model excavation equipment; configurations equipped with short tip-radius rock buckets; rated at not less than 150-hp net flywheel power with a bucket-curling force of no less than 35,000 lbf and stick-crowd force no less than 23,000 lbf.
 - 2. A minimum 9,500 ft-lb hydraulic breaker is expected to breakout competent bedrock when not fractured or weathered, or to breakdown large particles.
 - 3. Tighter drill spacing should be considered at the cut face and overall pattern to sufficiently reduce the particle size and achieve a neat rock face
 - 4. Alternative rock excavation methods, including chemical agents, and others may be considered to achieve required excavation depths. Alternative methods must be approved by the Project Engineer, WSPRC, and the Construction Engineer prior to the occurrence of work.
 - 5. For reuse as Structural Fill, rock excavation must reduce the excavated spoils to a maximum 1.5-foot particle size.
- C. Contractor shall flag all clearing limits not less than 6 weeks prior to any scheduled ground disturbing activities. Once clearing areas are flagged, the Contractor shall notify the Engineer, WSPRC, and Whitman County so that Palouse Prairie plants can be removed by Others within the provided time frame (6 weeks). Earth disturbance can occur following removal the Palouse Prairie plants. Vegetation not removed by Others shall be removed by the Contractor and disposed of in accordance with the Specifications.
- D. Over-excavation: In certain areas where soft spots occur in the subgrade, satisfactory sub-grade shall be achieved by over-excavation and replacement with structural fill material or lean mix concrete:
 - 1. Location and extent of soft spot areas to be verified by Owner's Geotechnical Consultant in the field.
- E. Stability of Excavations: Slope the sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.
- F. Dewatering: Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area:

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1. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes, detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
 2. Establish and maintain temporary drainage ditches and other diversions outside excavation limits for each structure to convey water. Do not use trench excavations as temporary drainage ditches.
- G. Material Storage: Stockpile excavated materials as required. All material stockpile locations shall be confirmed and approved by the Project Engineer and WSPRC. Place, grade, shape and cover stockpiles for proper drainage, and to prevent accumulation of excess moisture:
1. Locate and retain soil materials away from edge of excavations.
 2. Dispose of excess soil material in designated areas and waste materials legally off-site.
- H. Excavation for Pavements: Cut surface under pavements to comply with cross-sections, elevations and grades as shown within a tolerance of plus or minus 0.10-foot.
- I. Excavation for Trenches:
1. Excavate trenches to the depth indicated or required. Carry the depth of trenches for piping to establish the indicated flow lines and invert elevations.
 2. Where rock is encountered, carry the excavation 6-inches below the required elevation, and backfill with a 6-inch layer of bedding material.
 3. Grade bottoms of trenches as indicated, notching under pipe bells, to provide solid bearing for the entire body of the pipe.
- J. Cold Weather Protection: Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

3.3 SUBGRADE VERIFICATION

- A. Following site preparation and excavation for the building, paved surfaces and roadways, the exposed subgrades shall be observed and approved by the Owner's Geotechnical Consultant.
- B. Over-excavate any soft, loose or disturbed soils identified by the Geotechnical Consultant, and replace with compacted structural fill.
- C. If required by Geotechnical Consultant, provide equipment and labor for proof rolling.

3.4 BACKFILL AND FILL

- A. For backfill of all excavations, use material sampled and tested by the Owner's Geotechnical Consultant.

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- B. All fill used for the following shall be structural fill:
 - 1. Fill beneath footings and foundations.
 - 2. Backfill against footings, foundations, and structural walls, except 18-inches of gravel backfill for walls shall be placed immediately adjacent to structures for drainage, unless otherwise shown on the drawings.
 - 3. Fill within 3-feet vertically of the base of pavements.
- C. Fill beneath areas to be landscaped shall be nonstructural fill.
- D. Backfill excavations as promptly as work permits, but not until completion of the following:
 - 1. Inspection, testing, approval and recording locations of underground piping and conduits. Coordinate locations with surveyor for as-built survey.
 - 2. Removal of shoring and bracing and backfilling of voids with satisfactory materials.
 - 3. Removal of trash and debris.
- E. Ground Surface Preparation:
 - 1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills.
 - 2. When existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break up the ground surface, pulverize, moisture-condition to within 2 percent of the optimum moisture content, and compact to required depth and percentage of maximum density.
- F. Placement and Compaction: Allowable thickness of fill lifts will depend on the material type and compaction equipment used. In no case place backfill and fill materials in layers more than 8-inches in loose depth for material compacted by heavy compaction equipment, and more than 4-inches in loose depth for material compacted by hand-operated tampers. For fill deeper than 3-feet below the base of pavements, lifts may be 12-inches maximum in loose depth:
 - 1. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content.
 - 2. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification.
 - 3. Do not place backfill or fill material on surfaces muddy, frozen, or containing frost or ice.

3.5 **COMPACTION**

- A. General: Control soil compaction during construction providing minimum percentage of density specified for each area.

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- B. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum dry density determine, in accordance with ASTM D 1557 ("Modified Proctor"):
1. Structures: Compact top 12-inches of subgrade where exposed, and each layer of backfill or fill material to 95 percent of maximum dry density.
 2. Lawn or Unpaved Areas: Compact top 12-inches of subgrade and each layer of backfill or fill material to 85 percent of maximum dry density.
 3. Pavements: Compact top 18-inches of subgrade and each layer of backfill or fill material to 95 percent of maximum dry density.
 4. Utility Bedding and Backfill: Compact each layer of bedding and backfill to 95 percent of maximum dry density.
- C. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material. Prevent free water from appearing on surface during or subsequent to compaction operations:
1. Remove and replace, or scarify and air dry, soil material too wet to permit compaction to specified density.
 2. Soil material removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing, until moisture content is reduced to a satisfactory value.

3.6 GRADING

- A. General: Uniformly grade areas of work including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.
- B. Compacted as specified, and to required elevation. Provide final grades within a tolerance of 1/2-inch when tested with a 10-foot straightedge.
- C. Compaction: After grading, compact surfaces to the depth and percentage of maximum density for each area classification.

3.7 GEOSYNTHETICS

- A. Apply geosynthetics directly on approved subgrades, taut, free of wrinkles, and over-lapped at least 1 foot.
- B. Installation shall generally conform to WSDOT Standard Specifications, Section 2-12.3.

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3.8 WET WEATHER PROVISIONS

- A. Schedule earthwork operations to minimize the potential for erosion, siltation, and disturbance of site soils.
- B. Perform earthwork operations in discrete areas as required, to minimize the exposure of disturbed soils to wet weather.
- C. Compact exposed soil to reduce the infiltration of rainwater.
- D. Direct surface water away from fills and excavations.
- E. Provide temporary pumping equipment to keep excavations and construction free of water.
- F. Soils which become too wet for compaction shall be removed and replaced with compacted structural fill.

3.9 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Transport acceptable excess excavated material to temporary stockpile areas on the Owner's property. Remove any unused excess excavated material from the site and dispose of legally off the Owner's property prior to final inspection.
- B. Remove waste materials, including unacceptable excavated material, trash and debris, and dispose of legally off the Owner's property.
- C. Bid Alternate No. A4: Planting Area: Material removed from the below the lower summit parking lot can be disposed of at the existing on-site quarry. WSPRC and the Project Engineer to confirm location of material at the quarry prior to placement. The contractor is responsible for any erosion control BMPs required the lower summit parking lot and the quarry. Contractor must follow all requirements of the DNR Land Use License. The license is located in Appendix C.

3.10 FIELD QUALITY CONTROL

- A. Quality Control Testing During Construction: Allow Owner's Geotechnical Consultant to observe, test and approve subgrades and fill layers before further construction work is performed.
- B. If subgrades or fills which have been placed are below specified density, provide corrective work as specified at no additional expense.

3.11 PROTECTION

- A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.
- C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, compact to

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required density and provide other corrective work as specified, with retesting, prior to further construction.

END OF SECTION

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SECTION 311000 – SITE CLEARING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Work in this section consists of protection of existing vegetation, flagging of areas requiring removal of vegetation, and general clearing and grubbing shown in the Plans.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.
- B. GeoProfessional Innovation Corporation (GPI) Report dated October 1, 2020, located in Appendix A.
- C. DNR Land Use License located in Appendix C.
- D. Related Sections:
 - 1. Section 024100 "Demolition"
 - 2. Section 310000 "Earthwork"
 - 3. Section 312500 "Erosion and Sedimentation Controls"

1.3 DEFINITIONS

- A. On site undisturbed native soil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- B. On site disturbed native soil: Native soil that has been stockpiled within the limits of project.
- C. Stripped topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of subsoil and weeds, roots, toxic materials, or other non-soil materials.
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

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1.4 PROJECT CONDITIONS

- A. Contractor shall flag all clearing limits not less than 6 weeks prior to any scheduled ground disturbing activities. Once clearing areas are flagged, the Contractor shall notify the Engineer, WSPRC, and Whitman County so that Palouse Prairie plants can be removed by Others within the provided time frame (6 weeks). Earth disturbance can occur following removal the Palouse Prairie plants. Vegetation not removed by Others shall be removed by the Contractor and disposed of in accordance with the Specifications.
- B. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations:
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. The park and access road will be closed to the public during the entire duration of construction. Park and access road to be re-opened following the completion of construction activities and substantial completion.
- C. Improvements on Adjoining Property: No work shall be performed on Adjoining Property, unless noted on the Plans and within temporary construction easement limits.
- D. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- E. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Protect existing site improvements to remain from damage during construction:
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

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3.2 EXISTING UTILITIES

- A. Locate and identify existing utilities.
- B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days or as noted on the approved Plans, in advance of proposed utility interruptions.

3.3 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction:
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. All trees within the project limits of disturbance and in conflict with the new improvements shall be removed. All such wood refuse is considered waste and the Owner has no interest in retaining these items. Contractor to remove and dispose of all waste wood.
 - 3. Contractor to trim tree branches and foliage as identified on the approved Plans. Tree trimming operations shall be limited to the removal of only those branches in conflict with access road sight triangles.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated:
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to 95% of maximum dry density per ASTM test method D 1557.

3.4 SITE IMPROVEMENTS

- A. Remove debris fill as indicated on the Plans to facilitate new construction.
- B. Remove or abandon in place above- and below-grade site improvements as indicated on the Plans.

END OF SECTION

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ROAD IMPROVEMENTS**

SECTION 312500 – EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Work in this section consists of temporary erosion and sediment measures shown in the Plans, specified in these specifications, proposed by the Contractor and approved by the Engineer, or required by governing regulations and permits for the prevention of accelerated soil erosion and sedimentation of streams or other bodies of water. Best Management Practices shall be in accordance with Department of Ecology Stormwater Management Manual for Eastern Washington (2019).

1.2 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General Conditions, and Division 01 Specification Sections, apply to this section.
- B. Department of Ecology Stormwater Management Manual for Eastern Washington (2019).
- C. National Pollutant Discharge Elimination System (NPDES) Permit – WAR310108
- D. GeoProfessional Innovation Corporation (GPI) Report dated October 1, 2020, located in Appendix A.
- E. Related Sections:
 - 1. Section 311000 “Site Clearing”
 - 2. Section 310000 “Earthwork”

1.3 STANDARD SPECIFICATIONS

- A. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction and the current edition of the Standard Plans, as published by the Washington State Department of Transportation (WSDOT), unless otherwise indicated herein.
- B. Contractor shall have one (1) copy of the current edition of the Standard Specifications and all amendments therein, and applicable WSDOT Standard Plans at job site.

1.4 SUBMITTALS

- A. Product data for products proposed for use such as matting and filter fabric.

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PART 2 - PRODUCTS

2.1 CHECK DAMS

- A. The rock used to construct rock check dams shall meet the requirements for quarry spalls, in accordance with Section 9-13.1 and Section 9-13.1(5) of the WSDOT Standard Specifications. Riprap and quarry spalls shall be free from segregation, seams, cracks, and other defects tending to destroy its resistance to weather.

2.2 SILT FENCE

- A. Filter fabric shall be geotextile material meeting the requirement of Section 9-33 Table 6 of the WSDOT Standard Specifications.
- B. Posts shall be either wood or steel. Wood posts shall have minimum dimensions of 1¼-inches by 1¼-inches by the minimum length shown in the Plans. Steel posts shall have a minimum weight of 0.90 lbs/ft.

2.3 WATTLES

- A. Wattles per Section 9-14.6 (5) of the WSDOT Standard Specifications.

2.4 HIGH VISIBILITY FENCE

- A. High Visibility Fencing per Section 9-14.6(8) of the WSDOT Standard Specifications.

PART 3 - EXECUTION

3.1 MAINTENANCE

- A. Maintain the erosion control measures and facilities in proper condition so that they will individually and collectively perform the functions for which they were designed. In order to insure the effectiveness and proper maintenance of the measures and facilities, the Contractor and Owner shall make periodic inspections at sufficiently frequent intervals to detect any impairment of the structural stability, adequate capacity, or other requisites of the herein approved measures and facilities which might impair their effectiveness. The Contractor shall take immediate steps to correct any such impairment found to exist at no additional cost to the Owner.
- B. At no time shall silt laden or contaminated water be allowed to enter surface water downstream of the project. This includes both surface runoff and water pumped from the excavation site. Contractor shall take all measures required to meet these requirements.

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3.2 STABILIZATION

- A. Stabilize all slopes, channels, ditches or any disturbed area as soon as possible after the final grade or final earthmoving has been completed. Upon completion of the project, stabilize all areas which were disturbed by the project to prevent accelerated erosion. Maintain any erosion and sedimentation control facility required or necessary to protect areas from erosion during the stabilization period.

3.3 EARTHWORK

- A. Control excavation for site work operations. Stockpile the material removed from the excavation in areas where a minimum of sediment will be generated and where other damage will not result from the piled earth. Stockpile topsoil separately and redistribute uniformly after grading. Protect and maintain drainage ways at all times. Do not pile soil in drainage ways.
- B. Protect all stockpiled soil materials from erosion through the use of Visqueen sheeting or similar temporary measures.
- C. Any area stripped of vegetation, where no further work is anticipated for a period of 14 calendar days, shall be immediately stabilized with an approved erosion control method such as seeding, mulching, netting, erosion control blankets, etc.
- D. All disturbed areas shall be promptly and thoroughly stabilized against erosion during periods of wet weather, particularly when work is not being performed at the site.

3.4 EROSION/SEDIMENT CONTROL PLAN

- A. The temporary erosion and sediment control plan implemented by the Contractor shall include/incorporate, at a minimum, those items specified on the drawings and specified in the specifications.

3.5 CONSTRUCTION STORMWATER GENERAL PERMIT (CSWGP)

- A. The Contracting Agency has obtained a Construction Stormwater General Permit (CSWGP) for the project. The Contractor is required to complete the Washington State Department of Ecology (Ecology) Transfer of Coverage (Ecology form ECY 020-87a included as appendix B) and return the form to the Contracting Agency.
- B. The Contracting Agency is responsible for compliance with the CSWGP until the end of day that the contract is executed. Beginning on the day after the Contract is executed the Contractor shall assume complete legal responsibility for compliance with the CSWGP and full implementation of all conditions of the CSWGP as they apply to the contract work.
- C. Should a violation of the CSWGP occur (also referred to as a noncompliance event), the Contractor shall immediately notify the Engineer and WSPRC. A written report detailing the violation shall be submitted to the Engineer within 48 hours of the violation.

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- D. Once Physical Completion has been given the Contractor shall prepare a Notice of Termination (Ecology form ECY 020-87). The Contractor shall submit the Notice of Termination electronically to the Engineer in a PDF format a minimum of seven (7) calendar days prior to submitting the Notice of Termination to Ecology. The Contractor shall submit copies of all correspondence with Ecology electronically to the Engineer in a PDF format within four (4) calendar days.

END OF SECTION

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SECTION 31 32 00 – CEMENT RECYCLED ASPHALT BASE TREATMENT (CRABS)

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This work specified in this section includes the recycling of the existing roadway pavement and a portion of the base layer to the lines, grades, and thicknesses of the typical sections. Accomplish the CRABS work in the following steps:
 - 1. Prepare the alignment area
 - 2. Pulverize the existing pavement
 - 3. CRABS (adding cement and mixing)
 - 4. Shaping and compacting

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections apply to this Section.
- B. GeoProfessional Innovation Corporation (GPI) Report dated October 1, 2020, located in Appendix A.
- C. Related Sections:
 - 1. Section 310000 “Earthwork”
 - 2. Section 321216 “Hot Mix Asphalt”
 - 3. Section 321217 “Asphalt Paving Reuse”

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Cement additive
- B. CRABS Work Plan.

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PART 2 - PRODUCTS

2.1 USE MATERIALS CONFORMING TO THE FOLLOWING REQUIREMENTS:

- A. Portland Cement - Use cement as specified in AASHTO M-85 Standard Specifications for Portland Cement.
- B. Water - Use reasonably clear water, free from oil and other contaminants.
- C. Testing – Perform quality control density testing using an uncorrected nuclear gauge in accordance with the field operating procedure (FOP) for AASHTO T310 Method A. Conduct a minimum of 1 compaction test for every 100 linear feet (lf) in each lane of CRABS work

PART 3 - EXECUTION

3.1. BEFORE MOBILIZATION, SUBMIT A PLAN OF OPERATIONS FOR CRABS PROCESSING. AT A MINIMUM THIS PLAN SHALL INCLUDE:

- A. Equipment specifications including equipment to be utilized for pulverization, mixing, water and cement application.
- B. Outline of materials to be utilized including but not limited to type, grade, and source.
- C. Methods of measurement specific to water and cement applications, mixing depth, and grade control
- D. Construction traffic control and construction staging plan that minimizes traffic on prepared surfaces.

3.2. GENERAL

- A. Weather Limitations – Construct the CRABS while the existing pavement temperature is above and is expected to remain above 40°F in the shade for 24 hours after final completion. Do not spread Portland cement over puddled water, during rain, when rain is imminent, or when wind will not allow uniform spread on the roadway.
- B. Operational Restriction – Add cement and process no more of the roadway than can be protected from drying and degradation.
- C. Grade Control Requirements –
 - 1. Establish the final CRABS surface elevation in the field based on the lines and grades required by the plans. Finish the CRABS surface to within 0.03 feet of the field established elevation and provide the field established cross slope that meets specifications.
 - 2. Two existing concrete agricultural crossings between mile post 0.0 and 0.4 will remain in place. Grade to match the road profile to maintain a smooth transition between the new pavement surface and the current elevation of the agricultural crossings.

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3. Do not waste material before Engineer's approval of the final elevation.

3.3. PULVERIZATION AND CRABS CONSTRUCTION.

- A. Prior to pulverization, clear the alignment of loose debris and vegetation. The contractor shall expect to segregate and remove roots and other debris were encountered during the pulverization process. Roots may be encountered in isolated locations along the roadway alignment. However, roots were specifically observed beneath the existing pavement between mile post 1.2 and 3.3. The cattle crossing guard at mile post 2.1 will be removed prior to CRABS construction. Over excavate and remediate the subgrade beneath the cattle guard referencing the geotechnical engineering evaluation prior to CRABS construction. CRABS shall continue uniformly through remediated area.
- B. Pulverize Existing Surface – Pulverize the pavement to a minimum to 8-inches below the existing asphalt surface. The typical planned pavement roadway section will comprise a 9-foot lane width, with a single lane in each direction. Extend the pulverization width 1-foot laterally from the edge of the planned pavement surface, for a total width of 20-feet. Reduce pulverized material to a maximum 3-inch minus size.
- C. Pulverizing and mixing shall be accomplished in place by auger or cross-shaft equipment that will produce a pulverized material meeting the requirements outlined herein, and that allows the addition of cement and water in a single application. Provide mixing equipment capable of creating uniform mixtures to a minimum 8-inch depth below pavement subgrade. Where the cement is applied, use a control system of measuring the cement application within a tolerance of +/- 4 pounds per square yard. Use equipment that has weighing scales, a foot per minute gauge, and an RPM vane feeder to provide control of the cement application process. Compact the mixed material to at least 95 percent of ASTM D 1557.
 1. Cement application shall adhere to the following:
 - a. Apply cement at a rate of at least 4 percent by weight unless and alternative mix design is submitted by the contractor and approved by the Owner's Engineer.
 - b. The cement spread rate shall maintain a tolerance of no more than 4 pounds per square yard unless an approved mix design allows a modified rate. Distribute cement uniformly and mix with pulverized material to an 8" depth.
 - c. The moisture content shall be within 3 percent of the optimum moisture content as determined by trial blends for the mixed product by the Owner's testing agent and for the duration of the spreading, mixing, and compaction operation. Maximum dry density and optimum moisture content evaluation shall reference ASTM D 558. A trial blend area must be attempted 2 days prior to production to allow for sampling and testing.
 - d. Apply water evenly across the width of the machine. Meter water through the mixing machine using an approved pressure-distributed equipment that operates while the machine is moving.
 - e. Do not spread cement more than 300 feet beyond the mixing operation unless approved by the Owner's Engineer.

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- f. Do not extend the mixing operation more than 300 feet beyond the grading, shaping, and compaction operation. Mix the soil material and cement sufficiently to prevent cement balls from forming when water is added.
 - g. Mixing shall be accomplished with the same machine used for pulverization unless otherwise approved the Owner's Engineer. Mix continuously until the mixture is a uniform color and at the required moisture content throughout. Pulverizing and mixing may occur in a single pass if the resulting mixture meets the specifications herein.
 - h. Complete cement spreading, water application, mixing and compaction as a continuous operation during daylight hours.
 - i. Protect the compacted mixture from traffic, except for traffic associated with the placement of crushed surfacing, for at least 3 days after treatment to allow for finish curing.
 - j. The Contractor is solely responsible for staging equipment, processes, and truck traffic flows to minimize traffic on prepared and compacted surfaces.
- 2. Maintain the mixture within 3 percent of the optimum moisture content throughout the compaction process and until the crushed surfacing base course or an approved curing membrane is placed. Maintain the moisture content by applying water or rapidly processing and covering the CRABS surface. Following initial compaction, shape the mixture to the required final grade. Roughen and reshape the surface as necessary to remove any tire imprints or other irregular surfaces.
 - 3. Some areas may require additional passes and retreatment to meet grading requirements. Budget a contingency of 1,000 linear feet, 1 lane width for retreatment in soft or unstable areas. Areas damaged by construction traffic shall be retreated at no additional cost.
 - 4. Bedrock protrusions may be encountered within the planned pulverization depth in isolated locations. If encountered, work with the Owner's testing agency to maximize the pulverization depth within the equipment limitations.

END OF SECTION

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SECTION 321216 – HOT MIX ASPHALT

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Work includes hot mix asphalt pavement, asphalt placement, tack coat, and pavement repair.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections apply to this Section.
- B. GeoProfessional Innovation Corporation (GPI) Report dated October 1, 2020, located in Appendix A.
- C. Related Sections:
 - 1. Section 310000 “Earthwork”
 - 2. Section 313200 “Concrete Recycled Asphalt Base Treatment (CRABS)”
 - 3. Section 321217 “Asphalt Paving Reuse”

1.3 STANDARD SPECIFICATIONS

- A. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction, and the current edition of the Standard Plans as published by the Washington State Department of Transportation (WSDOT), unless otherwise indicated herein.
- B. Contractor shall have one (1) copy of the current edition of the Standard Specifications and all amendments therein, and applicable WSDOT Standard Plans at job site.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Hot Mix Asphalt
- B. Design Mixtures
 - 1. Asphalt concrete design mixtures.

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PART 2 - PRODUCTS

2.1 HOT MIX ASPHALT

- A. Hot mix asphalt Class 1/2-inch (PG 64H-28) with aggregate shall conform to WSDOT Section 5-04 HOT MIX ASPHALT.

2.2 BITUMINOUS MATERIAL

- A. Bituminous materials shall conform to WSDOT Section 9-02 BITUMINOUS MATERIALS.

2.3 AGGREGATES

- A. Aggregates for hot mix asphalt shall conform to WSDOT Section 9-03.8 AGGREGATES FOR HOT MIX ASPHALT.

2.4 TACK COAT

- A. Tack coat shall conform to WSDOT Section 5-04.3(4) PREPARATION OF EXISTING PAVED SURFACES.

2.5 HOT POURED SEALANT

- A. Hot poured sealant for bituminous pavement shall conform to WSDOT Section 9-04.2(1)A2 HOT POURED SEALANT FOR BITUMINOUS PAVEMENT.

PART 3 - EXECUTION

3.1 HOT MIX ASPHALT PLACEMENT

- A. Installation of hot mix asphalt Class 1/2-inch (PG 64H-28) with aggregate shall conform to WSDOT Section 5-04 HOT MIX ASPHALT.
- B. Material Transfer Vehicle (MTV) is required to deliver the HMA from the hauling equipment to the paving machine for any lift in (or partially in) the top 0.30 feet of the pavement section used in traffic lanes. However, an MTV is not required for HMA placed in irregularly shaped and minor areas such as tapers and turn lanes, or for HMA mixture that is accepted by Visual Evaluation. At the Contractor's request the Engineer may approve paving without an MTV; the Engineer will determine if an equitable adjustment in cost or time is due.

- 1. MTV shall be approved as noted in WSDOT Section 5-04.3(3) D.

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- C. The project specific modifications have been made to Section 5-04 of the WSDOT Standard specifications as follows:

1-06.2(2) Statistical Evaluation of Materials for Acceptance

Revise WSDOT Specification 1-06.2(2) Statistical Evaluation of Materials for Acceptance as follows:

Section 1-06.2(2)A General – Replace this section with the following: “Where specified, acceptance sampling and testing will be performed by the Contracting Agency. Acceptance of the material will be based on conformance with the project specifications. All references to Price Adjustments, Pay Factor (PF), and Composite Pay Factor (CPF) shall be deleted from the specifications and all amendments and are not applicable to this project. No adjustment allowances will be granted for work that does not meet specifications.”

3-04 Acceptance of Aggregate

Revise WSDOT Specification 3-04.1 Acceptance of Aggregate as follows:

Section 3-04.1 Description – Replace this section with the following: “This work shall consist of acceptance of aggregate. All aggregates shall meet requirements in Section 9-03. All references to Price Adjustments, Pay Factor (PF), and Composite Pay Factor (CPF) shall be deleted from the specifications and all amendments and are not applicable to this project. No adjustment allowances will be granted for work that does not meet specifications.”

Delete Sections 3-04.3(1) and 3-04.3(3).

Section 3-04.3(4) Testing Results – Replace this section with the following: “The Contracting Agency will endeavor to provide written notification (via email to the Contractor’s designee) of acceptance test results within 24 hours of the sample being made available to the Contracting Agency.”

Delete Sections 3-04.3(5) and 3-04.3(6).

Section 3-04.3(7)C Rejection Without Testing – Replace this section with the following: “The Project Engineer may, without sampling, reject any load or stockpile that appears defective. Material rejected before placement shall not be incorporated into the work. Any rejected work shall be removed.

No payment will be made for the rejected materials unless the Contractor requests that the rejected materials be tested. If the Contractor elects to have the rejected materials tested, a minimum of three representative samples shall be obtained and tested. Acceptance of the rejected material will be based on conformance with the project specifications.”

Section 3-04.3(7)D1 A Partial Sublot – Replace “Section 1-06.2(2)” in the last sentence with “the project specifications”.

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Section 3-04.3(7)D2 An Entire Sublot – Replace “Section 1-06.2(2)” in the last sentence with “the project specifications”.

Section 3-04.3(7)D3 A Lot in Progress – Delete the following sections; a. “When the Composite.....”, b. “When the Pay Factor.....”, and c. “When either....”

Delete Sections 3-04.3(7)D4, 3-04.3(8), and 3-04.5.

5-04 Hot Mix Asphalt

All references to “price adjustments”, “Pay Factor (PF)”, and “Composite Pay Factor (CPF)” shall be deleted from the WSDOT Standard Specifications and all amendments and are not applicable to this project. No pay adjustment allowances will be granted for work that does not meet specifications.

5-04.2(1) How to Get an HMA Mix Design on the QPL

This Section has been deleted

5-04.2(1)B Commercial HMA - Mix Design Submittal for Placement on QPL

This Section has been deleted

5-04.3(2) Paving Under Traffic

This Section has been deleted

5-04.3(4)B Soil Residual Herbicide

This Section has been deleted.

3.2 HOT MIX ASPHALT ACCEPTANCE

- A. Acceptance of hot mix asphalt will be per WSDOT Section 5-04.3(9) HMA MIXTURE ACCEPTANCE unless otherwise approved by the Engineer.

3.3 TACK COAT

- A. Tack coat installation shall conform to WSDOT Section 5-04.3(5)A Preparation of Existing Surfaces.

3.4 HOT POURED SEALANT

- A. Repair asphalt pavement cracks and joints with hot poured sealant as noted on the plans. Hot poured sealant placement shall conform to WSDOT Section 5-04.3(4)A1 CRACK SEALING - GENERAL.

END SECTION

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SECTION 321217 – ASPHALT PAVING REUSE

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Work includes the pulverization and reuse of the existing asphalt concrete pavement.

1.2 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this section.
- B. GeoProfessional Innovation Corporation (GPI) Report dated October 1, 2020, located in Appendix A.
- C. Related Sections:
 - 1. Section 310000 “Earthwork”
 - 2. Section 312500 “Erosion and Sedimentation Controls”
 - 3. Section 313200 “Concrete Recycled Asphalt Base Treatment (CRABS)”
 - 4. Section 321216 “Hot Mix Asphalt”

1.3 STANDARD SPECIFICATIONS

- A. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction, and the current edition of the Standard Plans as published by the Washington State Department of Transportation (WSDOT), unless otherwise indicated herein.
- B. Contractor shall have one (1) copy of the current edition of the Standard Specifications and all amendments therein, and applicable WSDOT Standard Plans at job site.

PART 2 - PRODUCTS (NOT USED)

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PART 3 - EXECUTION

3.1 ASPHALT CONCRETE PAVEMENT PULVERIZATION AND RESHAPING &
COMPACTION OF BASE MATERIAL

- A. The contractor shall pulverize the existing asphalt concrete pavement to the limits shown on the plans, or as otherwise directed by the engineer, using specialized mechanized equipment capable of pulverizing asphalt concrete into a uniform gradation of not more than 3-inch maximum size.
- B. The contractor shall reshape and compact the combined mixture as a new base for the thickness of asphalt concrete shown on the Drawings. The roadway shall be reshaped to match the existing cross-slope of the roadway as approved by the engineer.
- C. See GeoProfessional Innovation Corporation (GPI) Report dated October 1, 2020, for compaction requirements.
- D. Areas that cannot be reached with the pulverization machine shall be jack-hammered or otherwise removed by hand.
- E. Should pulverization operations produce an excess of material which cannot be reshaped and compacted to meet the necessary cross-slope, the excess material shall remain property of the owner. The contractor shall transport and stockpile asphalt material at the location shown on the plans.

END OF SECTION

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SECTION 321218 – AGGREGATE BASE COURSES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Work includes constructing crushed aggregate base course, crushed aggregate top course, and ballast.

1.2 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General Conditions, and Division 01 Specification Sections, apply to this section.
- B. GeoProfessional Innovation Corporation (GPI) Report dated October 1, 2020, located in Appendix A.
- C. Related Sections:
 - 1. Section 310000 “Earthwork”
 - 2. Section 312500 “Erosion and Sedimentation Controls”
 - 3. Section 321216 “Hot Mix Asphalt”
 - 4. Section 321217 “Asphalt Paving Reuse”

1.3 STANDARD SPECIFICATIONS

- A. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction and the current edition of the Standard Plans, as published by the Washington State Department of Transportation (WSDOT), unless otherwise indicated herein.
- B. Contractor shall have one (1) copy of the current edition of the Standard Specifications and all amendments therein, and applicable WSDOT Standard Plans at job site.

1.4 SUBMITTALS

- A. Product Data: Submit gradation summary for the following:
 - 1. Crushed Surfacing Top Course (CSTC).
 - 2. Quarry Spalls

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PART 2 - PRODUCTS

2.1 CRUSHED SURFACING TOP COURSE (CSTC)

- A. The crushed surfacing top course (CSTC) shall conform as specified in Section 9-03.9(3) of the WSDOT Standard Specifications.

2.2 QUARRY SPALLS

- A. Quarry Spalls shall meet the requirements of Section 9-13.1(5) of the WSDOT Standard Specifications.

PART 3 - EXECUTION

3.1 CRUSHED SURFACING TOP COURSE (CSTC)

- A. The crushed surfacing top course (CSTC) shall be placed and compacted in conformance with Section 4-04.3 of the WSDOT Standard Specifications.

3.2 QUARRY SPALLS

- A. Quarry spalls shall be placed and compacted in conformance with 4-04.3 of the WSDOT Standard Specifications

3.2 AGGREGATE TESTING

- A. Aggregates shall be tested per WSDOT Standard Specification Section 9-03.20 of the WSDOT Standard Specifications.

END OF SECTION

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SECTION 321623 – SIDEWALKS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This section includes construction of exterior sidewalks and concrete traffic curbs as shown on the plans.

1.2 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this section.
- B. Related Sections:
 - 1. Section 310000 “Earthwork”
 - 2. Section 321218 “Aggregate Base Courses”

1.3 STANDARD SPECIFICATIONS

- A. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction, and the current edition of the Standard Plans as published by the Washington State Department of Transportation (WSDOT), unless otherwise indicated herein.
- B. Contractor shall have one (1) copy of the current edition of the Standard Specifications and all amendments therein, and applicable WSDOT Standard Plans at job site.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Submit proposed mix designs at least 15 days in advance of placing operations for each type of concrete. The submitted mix designs shall include the following:
 - a. Proportions of all ingredients, including all admixtures added either at time of batching or at job site. Aggregate weights shall be based upon saturated surface dry conditions.
 - b. Water/cement ratio.

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- c. Slump (ASTM C 143): When high range water-reducing admixtures are used, slump before and after addition of admixture are required.
 - d. Air content of freshly mixed concrete (ASTM C 231).
 - e. Strength is measured at 7 and 28 days. Strengths shall be as tested using 4" x 8" cylinders in accordance with ASTM C 31 and ASTM C 39.
 - f. Certification that all ingredients in each mix design are compatible.
 - g. Locations or intended use of each mix design
 - h. Source of all materials
2. Indicate amounts of mixing water to be withheld for later addition at Project site Submit proposed mix designs at least 15 days in advance of placing operations for each type of concrete.

PART 2 - PRODUCTS

2.1 CEMENT CONCRETE

- A. All concrete for sidewalks and traffic curbs shall be air entrained concrete Class 3000 meeting the requirements of WSDOT Section 8-14.

2.2 STEEL REINFORCEMENT

- A. All concrete steel reinforcement shall be epoxy coated per WSDOT standard specification 9-07.3.
- B. Deformed steel bars for concrete reinforcement shall conform to ASTM A 615 Grade 60, except as otherwise noted in this section or as shown in the Plans.

2.3 CONCRETE CURING MATERIALS AND ADMIXTURES

- A. All concrete curing materials and admixtures shall meet the requirements of WSDOT Section 9-23.

2.4 JOINT MATERIAL

- A. Joint filler shall be in conformance is with WSDOT standard specification 9-04.1.
- B. Joint sealer shall be in conformance is with WSDOT standard specification 9-04.2.
- C. Backing rod shall be of foam construction, approved for use with materials shown in WSDOT standard specifications 9-04.1 and 9-04.2.

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PART 3 - EXECUTION

3.1 GENERAL

- A. Sidewalks and traffic curbs shall be constructed in accordance with WSDOT Sections 8-14.3 and 8-04.3.

3.2 PREPARATION

- A. The Contractor shall determine an appropriate means of staging and phasing for the construction of the sidewalk such that construction does not infer with the operation of the facility.
- B. Saw cut along neat lines, as shown where shown on the plans.
- C. Place and compact crushed surfacing top course as required.

3.3 FORMING

- A. Forming for cement concrete sidewalks shall meet the requirements of WSDOT Section 8-14.3(2).
- B. Forming for traffic curbs shall be per WSDOT Section 8-04.3(1)
- C. Wherever concrete is to be placed against an existing cement concrete sidewalk, the Contractor shall place pre-molded expansion joint filler against the existing concrete to the full depth of the sidewalk, or curb. The sidewalk shall be formed against the expansion joint filler material. The joint filler shall be cut and wrapped as required to tightly conform to the irregularities of the existing surface.

3.4 PLACING AND FINISHING CONCRETE

- A. Placing and finishing the concrete shall meet the requirements of WSDOT Section 8-14.3(3).

3.5 CURING

- A. Curing of concrete sidewalks shall meet the requirements of WSDOT Section 8-14.3(4).
- B. Curing of other site concrete shall meet the requirements of WSDOT Section 5-05.3(13).

3.6 CONCRETE PLACEMENT AND FINISH

- A. Sidewalks shall be placed in the forms and struck off with an approved straightedge. As soon as the surface can be worked, it shall be troweled smooth with a steel trowel.

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- B. After troweling and before installing the contraction joints or perimeter edging, the walking surfaces of the sidewalk shall be brushed in a transverse direction to travel with a stiff bristled broom.
- C. All concrete edges and tool joints shall be tooled to 3/8-inch or 1/2-inch radius.

3.7 EXPANSION JOINTS

- A. Full depth expansion joints and tool joints shall be perpendicular to edge of sidewalk.
- B. Full depth expansion joints, filled with pre-molded joint filler, shall be installed to the full cross section of the sidewalk and span the full width of the sidewalk. Expansion joints shall be installed where the sidewalk abuts existing concrete and at a maximum spacing of 10-feet.
- C. 1-inch minimum depth tool joints shall be installed to the full width of the sidewalk and at a maximum spacing of 5-feet between full depth expansion joints.

END SECTION

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SECTION 321723 – PAVEMENT MARKINGS AND SIGNAGE

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Work includes furnishing and installing signage and pavement markings upon the asphalt roadway/ parking surfaces in accordance with the plans, the WSDOT Standard Plans, MUTCD, these Specifications and at locations shown on the Plans.

1.2 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General Conditions, and Division 01 Specification Sections, apply to this section.
- B. GeoProfessional Innovation Corporation (GPI) Report dated October 1, 2020, located in Appendix A.
- C. Related Sections:
 - 1. Section 310000 “Earthwork”

1.3 STANDARD SPECIFICATIONS

- A. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction, and the current edition of the Standard Plans as published by the Washington State Department of Transportation (WSDOT), unless otherwise indicated herein.
- B. Contractor shall have one (1) copy of the current edition of the Standard Specifications and all amendments therein, and applicable WSDOT Standard Plans at job site.

1.4 DEFINITIONS

- A. Pavement Markings: Referred to in the plans as paint, lines, markings, symbols, crosswalks, and lettering.

1.5 SUBMITTALS

- A. Contractor shall submit manufacturer’s material data sheets to the Engineer, at least one (1) week prior to anticipated use.
- B. Product Data: Submit manufacturer’s product data, installation instructions, standard drawings, and catalog cuts for the following:

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1. Painted Pavement Marking Products.
2. Signage Products

PART 2 - PRODUCTS

2.1 PAINT

- A. Painted pavement markings shall conform to the WSDOT Standard Specifications per section:
 1. 9-34.1 General
 2. 9-34.2 Paint

2.2 PAINT COLOR

- A. All pavement marking colors shall be as indicated on the plans. In general, pavement markings shall be white except:
 1. ADA Parking Stall symbols shall be standard blue and white.

2.3 SIGNS

- A. Traffic control signs shall be reflective sheeting on sheet aluminum conforming to Sections 9-28.8 and 9-28.12 of the WSDOT Standard Specifications. Posts shall conform to Section 9-28.14 of the WSDOT Standard Specifications.

PART 3 - EXECUTION

3.1 PRELIMINARY SPOTTING

- A. Prior to paint marking installation, preliminary spotting shall be completed in accordance with WSDOT Section 8-22.3(1) PRELIMINARY SPOTTING.

3.2 SURFACE PREPARATION

- A. All surfaces shall be prepared in accordance with WSDOT Section 8-22.3(2) PREPARATION OF ROADWAY SURFACES prior to application of pavement marking.

3.3 TOLERANCES FOR LINES

- A. Allowable tolerances for lines are as follows:

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1. Length of Line – The longitudinal accumulative error within a 40-foot length of broken line shall not exceed plus or minus 1 inch. The broken line segment shall not be less than 10 feet.
2. Width of Line – The width of the line shall not be less than the specified line width or greater than the specified line width plus ¼ inch.
3. Lane Width – The lane width, which is defined as the lateral width from the edge of pavement to the center of the lane line or between the centers of successive lane lines, shall not vary from the widths shown in the Contract by more than plus or minus 4 inches.
4. Thickness – A thickness tolerance not exceeding plus 10 percent will be allowed for thickness or yield in paint and plastic material application.
5. Parallel Lines – The gap tolerance between parallel lines is plus or minus ½ inch.

3.4 INSTALLATION OF PAVEMENT MARKINGS

- A. Apply pavement marking materials to clean, dry pavement surfaces and according to the following:
 1. Place material according to the material manufacturer's recommendations.
 2. The top of pavement markings shall be smooth and flat.
 3. Line ends shall be square and clean.
 4. Place pavement marking lines parallel and true to line.
 5. Place pavement markings in proper alignment with exiting markings.
- B. Two applications of paint will be required to complete all painted pavement markings. The second application of paint shall be squarely on top of the first pass. The time period between paint applications shall meet the requirements of WSDOT Section 8-22.3(3)E.

3.5 INSTALLATION OF SIGNAGE

- A. Signs are located in the Plans by station numbers. These are tentative locations subject to change by the Engineer. Signs shall be placed in accordance with WSDOT Section 8-21.3.

3.6 APPLICATION THICKNESS

- A. Pavement markings shall be applied to thicknesses meeting the requirements of WSDOT Section 8-22.3(3)F APPLICATION THICKNESS.

3.7 FIELD TESTING

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- A. Field performance evaluation shall be performed in accordance with WSDOT Section 9-34.7
FIELD TESTING.

END SECTION

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SECTION 325000 – GUARDRAILS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Work consists of constructing guardrail and anchors of the kind and type specified in accordance with the Plans, these Specifications, and the WSDOT Standard Plans in conformity with the lines and grades as staked. All guardrail, beams, posts, terminals, and associated hardware shall provide a “non-reflective” and “earth” tone colored finish.

1.2 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General Conditions, and Division 01 Specification Sections, apply to this section.
- B. GeoProfessional Innovation Corporation (GPI) Report dated October 1, 2020, located in Appendix A.
- C. Related Sections:
 - 1. Section 310000 “Earthwork”

1.3 STANDARD SPECIFICATIONS

- A. All work to be performed and materials to be used shall be in accordance with the current edition of the Standard Specifications for Road, Bridge, and Municipal Construction and the current edition of the Standard Plans, as published by the Washington State Department of Transportation (WSDOT), unless otherwise indicated herein.
- B. Contractor shall have one (1) copy of the current edition of the Standard Specifications and all amendments therein, and applicable WSDOT Standard Plans at job site.

1.4 SUBMITTALS

- A. Product Data: Submit for the following:
 - 1. Terminals
 - 2. Beam Guardrail
 - 3. Rail Elements
 - 4. Posts and Blocks
 - 5. Galvanizing

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- 6. Hardware
 - 7. Anchors
 - 8. Embankment Widening
- B. Shop Drawings

1.5 PROJECT CONDITIONS

- A. Contractor shall flag all disturbance limits not less than 6 weeks prior to any scheduled ground disturbing activities. Once clearing areas are flagged, the Contractor shall notify the Engineer, WSPRC, and Whitman County so that Palouse Prairie plants can be removed by Others within the provided time frame (6 weeks). Earth disturbance can occur following removal the Palouse Prairie plants. Vegetation not removed by Others shall be removed by the Contractor and disposed of in accordance with the Specifications.

PART 2 - PRODUCTS

2.1 AESTHETIC TREATMENT

- A. This Work shall consist of applying an aesthetic treatment, either a powder coating or reactive coloring agent, to galvanized beam guardrail, galvanized guardrail posts, terminal ends and associated hardware that provides a "non-reflective" and "earth" tone colored finish (dark brown) that visually blends with the natural environment.
- 1. Powder Coating: Powder coating materials for coating galvanized surfaces shall be in accordance with Section 9-08.2. The color shall match SAE AMS Standard 595, color number 30045.
 - 2. Reactive Coloring Agent: The reactive coloring agent shall consist of a stable, "non-reflective" "earth" tone (dark brown) colored finish on the surface of the galvanized materials. The reactive coloring agent shall only utilize oxidizers, metals, metal salts, and/or other trace elements applied directly to the galvanized surfaces to obtain the desired color. The chemical components of the reactive coloring agent shall have no adverse reactions or effects on soils, plants, or animals and shall not contain corrosive by-products once the product has been applied. Only nitrate fertilizer products are permitted to be present as soluble residues.

2.2 TERMINALS

- A. Terminals shall be type as specified on Plans. Refer to WSDOT Standard Specification Section 9-16.3.

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2.3 BEAM GUARDRAIL

- A. Beam guardrail shall be in accordance with Section 9-16.3 of the WSDOT Standard Specifications.

2.4 RAIL ELEMENTS

- A. Rail elements shall be in accordance with Section 9-16.3(1) of the WSDOT Standard Specifications.

2.5 POSTS AND BLOCKS

- A. Posts and blocks shall be in accordance with Section 9-09.2(2) and 9-16.3(2) of the WSDOT Standard Specifications. Posts shall be wood.

2.6 GALVANIZING

- A. Galvanizing shall be in accordance with Section 9-16.3(3) of the WSDOT Standard Specifications.

2.7 HARDWARE

- A. Hardware shall be in accordance with Section 9-16.3(4) of the WSDOT Standard Specifications.

2.8 ANCHORS

- A. Anchors shall be in accordance with Section 9-16.3(5) of the WSDOT Standard Specifications.

2.9 EMBANKMENT WIDENING

- A. Embankment widening for guardrail installment shall be in accordance with Section 2-03.3(14) L of the WSDOT Standard Specifications.

PART 3 - EXECUTION

3.1 BEAM GUARDRAIL

- A. Posts are assumed to require boulder excavation and or predrilling into the bedrock to provide a secure foundation. Contractor shall install, excavate, and or provide for the installation of guardrail post in accordance with GeoProfessional Innovation Corporation (GPI) Report dated October 1, 2020.
- B. Post shall generally be installed in conformance with Section 8-11.3(1)A of the WSDOT Standard Specifications.

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- C. Rail shall be installed in conformance with Section 8-11.3(1)B of the WSDOT Standard Specifications.
- D. Terminals and Anchors shall be installed in conformance with Section 8-11.3(1)C of the WSDOT Standard Specifications.
- E. Removing guardrail shall be in conformance with Section 8-11.3(1)D of the WSDOT Standard Specifications.
- F. Removing and resetting beam guardrail shall be in conformance with Section 8-11.3(1)F of the WSDOT Standard Specifications.
- G. Aesthetic Treatment
 - 1. Aesthetic treatments to the galvanized W-beam guardrail, galvanized guardrail posts, galvanized guardrail terminals, and associated galvanized hardware shall be performed using either a powder coating or reactive coloring agent. The Contractor shall apply powder coating or reactive coloring agent to all galvanized steel rail, posts, other galvanized steel parts, and impact head components of the beam guardrail as specified in the Plans. Confirm that the manufacturer of proprietary guardrail terminals allows the use of powder coatings or reactive coloring agents prior to applying them.
 - a. Only the top 30 inches on any guardrail post length to be exposed above ground shall receive aesthetic treatment.
 - b. The color of the finish coat shall be a dark brown. The Contractor shall furnish a one-foot minimum length test section of galvanized W-beam guardrail treated with the proposed aesthetic treatment product to the Engineer for acceptance. The test section shall be prepared in accordance with the manufacturer's instructions.
 - c. The Engineer will provide acceptance in writing accepting the color of the test section prior to acceptance of any permanently incorporated material into the project.
 - 2. Powder Coating: Powder coating of galvanized surfaces shall be in accordance with Section 6-07.3(11) B. 5.
 - 3. Reactive Coloring Agent: Application of the reactive coloring agent to galvanized surfaces shall be in accordance with the following:
 - a. The reactive coloring agent shall be applied using the same methods used for the accepted test section. The treated material shall develop full coloration within two weeks of application and achieve a color consistent with the color of the authorized test section.

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- b. The Contractor shall apply the reactive coloring agent prior to delivering the steel components to the project site. The reactive coloring agent manufacturer or the manufacturer's authorized application contractor shall apply the reactive coloring agent for both the test section and production applications. Application of the reactive coloring agent shall fully coat the galvanized steel in accordance with the manufacturer's written instructions and achieve the accepted surface color. Once the reactive coloring agent is applied, the Contractor shall protect the steel pieces from abrasion that would remove the brown color.

- c. After the various guardrail components have been installed, the Contractor shall apply the reactive coloring agent to any steel products that did not receive adequate coloring, or where the color was removed during the shipment or the construction process. This remedial action shall coat the affected area. Any reactive coloring agent applied in the field shall be cured according to manufacturer's specifications, and shall be applied while protecting soil, plants, and surrounding natural surfaces.

END OF SECTION

SECTION 32 90 10 – PLANTING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Work includes supplying native grass seed mix and hydro mulching as indicated on the plans.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections apply to this section.

1.3 STANDARD SPECIFICATIONS

- A. All work to be performed and materials to be used shall be in accordance with the 2020 Standard Specifications for Road, Bridge, and Municipal Construction, and the 2020 Standard Plans as published by the Washington State Department of Transportation (WSDOT), unless otherwise indicated herein.
- B. Contractor shall have one (1) copy of the 2020 Standard Specifications and all amendments therein, and applicable WSDOT Standard Plans at job site.
- C. Standard Specifications apply only to performance and materials and how they are to be incorporated into the work. Legal/contractual relationship sections and the measurement and payment sections do not apply to this document.

1.4 SUBMITTALS

- A. Seed Analysis. A complete analysis of the seed shall be submitted by the Contractor, prior to planting, including the percent of pure seed of each seed type by weight, germination, other crop seed, inert and weed, and the germination test date. All crop seed in excess of one percent must be itemized.
- B. Fertilizer Certification.
- C. Schedule. Seeding shall be completed as defined in the Bid Proposal. Seeding shall be completed after October 1st, but prior to snow. Maintenance shall be as defined herein.

PART 2 - PRODUCTS

2.1 SEEDING

- A. Composition:

1. Diversity Palouse Prairie Wildflower Mix, available through Plants of the Wild, Tekoa, Washington, as shown on plans. 509-284-2848.
2. All seeds shall conform to the requirements of the Washington State Seed Laws, and where applicable, the Federal Seed Act.
3. Noxious Weed Seed. All seed shall be free of seeds of weeds listed as primary noxious by the Washington State Seed Law. Seeds shall not contain seeds of weeds listed as secondary noxious by the Washington State Seed Law, singly or collectively in excess of the labeling tolerance specified by the Washington State Seed Law.
4. Rejection. When seeds furnished under this specification fail to meet the requirements within tolerance, as provided by the Washington State Seed Law, the lot shall be rejected or subjected to fiscal adjustment.
5. Preparation for Delivery. Seeds shall be packed in clean, sound containers of uniform weight. Seed shall be labeled as required by law.
6. Reference Specifications. Chapter 15.49, Washington State Seed Law.

2.2 WOOD FIBER MULCH:

- A. Wood fiber mulch shall be 100% wood fiber manufactured by the defibrating process, from fir, hemlock or alder. The mulch shall have a minimum of 17% of fibers 8.5 mm or longer and 40% of the total fiber exceeding 3.5 mm in length.
- B. Wood fiber mulch shall be in uniform weight with the unit weight displayed clearly on each package. Fiber shall be dyed green in color to provide visual metering of application. Tackifier shall be incorporated into the wood fiber in the drying process. Percentage of tackifier shall not be less than 2% or greater than 10%, with the percentage used clearly labeled on outside of package.
- C. Tackifier rates shall be adjusted by adding wood fiber mulch with tackifier to regular wood fiber mulch to provide tackifier rates equivalent to or greater than specified.
- D. Tackifier shall be Slider (800-767-3802) applied at 3 pounds per acre.

2.3 FERTILIZER

- A. Fertilizer shall be per recommendation of Plants of the Wild Seed Supplier, 509-284-2848.
- B. Preparation for delivery: The fertilizer shall be packaged in new, waterproof, non-overlaid fifty pound (50 lb.) and eighty pound (80 lb.) bags, clearly labeled as to weight, manufacturer, and content.

PART 3 - EXECUTION

3.1 ALL SEED MIXES

- A. Preplanting Fertilizer: After the area to be seeded has been brought to finish grade, in accordance with these Specifications and Plans, and has been approved by the Landscape Architect, apply preplanting fertilizer at the rate of six and one quarter pounds (6.25 lbs.) per one thousand square feet to all seeded areas.

- B. Finish Grading and Approval: Bring the Topsoil Type A and Sand Mix A to the finish grade. Grade with soil in moist condition. Obtain approval of entire finish grade prior to seeding. The entire finish grade must be complete and approved and irrigation operating prior to seeding. Roll seed bed with a water ballast roller weighing 60 to 70 lbs. per linear foot. Rake to remove stones or debris with any dimension greater than 1" and bring grade with the appropriate Mix to within 1" below tops of curbs, walks, vaults, valve boxes, or other horizontal surfaces.
- C. Seeding Preparation: Seed all areas shown. Roll seed bed with a water ballast roller weighing 60 to 70 lbs. per linear foot. Rake to remove stones or debris with any dimension greater than 1" and bring grade to within 1" below tops of curbs, walks, or other horizontal surfaces.
- D. Mixing Procedures: Fill hydro mulch tank with water to the center of first agitator. Add ½ of the hydro mulch wood fiber capacity before adding fertilizer at specified rates. Continue to load wood fiber while agitating to ensure all wood fiber is thoroughly mixed in slurry before application.
- E. Application: Slurry shall be mixed to ensure homogeneous quality before application is to begin. Seed shall not remain in slurry longer than 6 hours or recirculated more than 90 minutes before or during application. Seeding mix shall be manually applied directly to the ground evenly over the surface of the soil. The manually broadcast seeding shall be followed with a hydro mulch including a tackifier to provide an interlocking of wood fibers. Mixture shall be installed with the use of a hose in areas next to buildings, sidewalks and finished landscapes.
- F. Applicator:
 - 1. Hydro mulching shall be applied by an applicator with a minimum of two years hydro mulching experience.
 - 2. Landscape contractor shall be responsible for maintaining optimum moisture conditions during seed germination and grass establishment period.
- G. Seed to the prescribed rates. Half of the seed shall be sown at right angles to the first sowing, and watered as required.

3.2 ESTABLISHMENT

- A. The Seeding establishment period shall begin immediately after the Seeding has been accepted by the Owner. During the Seeding Establishment period, it shall be the Contractor's responsibility to ensure the continuing healthy growth of the native seed mix. This care shall include labor and materials necessary to keep the project in a presentable condition, including but not limited to, removal of litter, fertilization, insecticide and fungicide applications, weed control, watering, and repair and reseeded any and all damaged areas.
- B. Temporary barriers shall be removed only on written permission from the Engineer.
- C. Acceptance of Seeding as specified shall be based on a uniform stand of native grass and a uniform grade at the time of final inspection for the respective Seeding Area. Areas that are bare or have a poor stand of grass, and areas not having a uniform grade through any cause before final inspection, shall be recultivated, regraded, reseeded, or resodded and refertilized as specified at no additional cost to the Owner.

SECTION 32 91 19.13 – TOPSOIL PLACEMENT & LANDSCAPE GRADING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SCOPE OF WORK

- A. Installation of Topsoil.
- B. Placement and Finish Grading of Topsoil.

1.3 REFERENCES

- A. ASTM D 1557: Method for Laboratory Compaction Characteristics of Soil using Modified Effort

1.4 RELATED WORK

- A. Coordinate related work specified in other parts of the Project Specifications, including, but not limited to the following:
 - 1. Temporary Erosion and Sedimentation Control – 01 57 13
 - 2. Earth Moving – 31 20 00
 - 3. Plants – 32 93 00

1.5 DEFINITIONS

- A. Percent Compaction: The required in-place dry density of the material, expressed as a percentage of the maximum dry density of the same material determined by ASTM D1557-78 test procedure.
- B. Soil Subgrade: The soil surface on which topsoil is placed.
- C. Finished Grades: The final grade elevations indicated on the Grading Drawings.
- D. Aesthetic Acceptance of Grades: Acceptance by the Owner's Representative in writing of the Aesthetic Correctness of the contours as observed without a survey instrument. Aesthetic Acceptance does not address whether an area drains properly, whether the areas are at the correct elevation, or whether it has been compacted properly.
- E. Acceptance: Wherever the terms "acceptance" or "accepted" are used herein, they mean acceptance of the Owner's Representative in writing.

- F. Grading Drawings: Plans, sections, and profiles showing finished surface grades.
- G. Elements with Fixed Elevations: Paths, paving, concrete pads, footings, foundations, walls, and other structures with fixed-spot elevations.

1.6 SITE CONDITIONS

A. Environmental Protection:

1. Soil Moisture Content: Work soil only when within 2% of optimum moisture content.
2. Do not work soil when it is so dry that dust will form in air or that clods will not break readily.
3. Perform work in such a manner as to prevent overworking and over-saturation of on-site soils.
4. This shall include any/all precautions necessary throughout the entire work area (including access drives/haul roads/staging areas) to control surface water, to protect soils and subgrades from heavy vehicle loads, and to achieve soil moisture levels capable of achieving specified compaction.
5. No extra compensation will be paid to the Contractor due to work performed at non-optimum times or under non-optimum conditions resulting in unsatisfactory soil conditions.
6. The Contractor shall correct unsatisfactory conditions at no additional cost to the Owner.

1.7 SUBMITTALS

- A. Submit product data, physical analysis, and one gallon sample of each type of topsoil.
- B. Submit soil analysis, sieve analysis, lime fertilizer and other soil amendment recommendations based on growing turf and ornamental plants. Soil analysis shall include any recommendations for amendments, fertilizers and the like, for planting.
- C. Provide a transmittal with each sample and data that provides the project name, testing facility, date of test, contact information for testing facility, and the information listed below:

Date Submitted _____

Date Approved _____

Sub-Contractor/Supplier _____

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Contractor shall be responsible for the supply of all natural soil and soil additives required for the performance of this Contract and for determining the volume of soil and additives required to fulfill Contract obligations.
- B. Soil shall be free of weeds, pests, toxic substances and other undesirable material harmful to turf grass or ornamental plant growth.
- C. Imported topsoil type shall be determined by soils testing professional familiar with native topsoil types of the Palouse and Steptoe Butte region of Eastern, Washington. Contractor shall be responsible for obtaining a soils test (of existing topsoil) and report to determine composition of existing local topsoil. All imported topsoil to be used on this project shall match the composition of the native topsoil found on-site.
 - 1. Planting soil shall be a biologically active, two-way mix soil consisting of 80% sandy loam and 20% recycled plant waste compost or composted dairy manure by weight thoroughly mixed together. Mixed soil shall have pH range of 5.2 to 6.5 with dolomite limestone added as necessary to attain this range.
- D. Grading Equipment: Appropriate size and flexibility to achieve the sculptural forms, profiles, straight slopes, and slope rounding indicated on the Grading Drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Subgrade:
 - 1. Verification: Verify that the subgrades have been graded to within one tenth of a foot (minus the topsoil depth) of the grades shown on the grading Drawings.
 - 2. Aesthetic Acceptance: Verify that Owner's Representative has given the subgrade aesthetic acceptance. Do not place topsoil until subgrade has been accepted for aesthetic correctness.
 - 3. Notification of Discrepancies: Notify the Owner's Representative in writing of any discrepancies.

3.2 SURVEY REQUIREMENTS

- A. Lines and Levels: Establish lines and levels, locate and lay out by instrumentation and similar appropriate means for all planting area finish grades.
- B. General Staking: Provide a sufficient quantity of grade stakes as required to provide minimum depth layer of topsoil.

3.3 PREPARATION

A. Protection of Existing Conditions:

1. General: Use every possible precaution to prevent damage to existing conditions to remain such as structures, utilities, irrigation systems, plant materials and paving on or adjacent to the site of the Work.

B. Surface Preparation:

1. Inspection: Inspect subgrade soil for stones over one inch in diameter, sticks, oils, chemicals, plaster, concrete, and other deleterious materials.
2. Removal: Perform all Work necessary to remove the deleterious materials before and after subgrade preparation.

3.4 PREPARING SUBGRADE

A. Prepare subgrade to avoid excessive compaction beyond what is specified in Section 31 20 00 for landscape areas. If Owner's Representative determines that excessive compaction has occurred, it shall be corrected as follows:

1. Immediately before Topsoil Placement, scarify with a roto-tiller to a depth of 4 inches minimum in one direction.

3.5 TOPSOIL PLACEMENT

A. Topsoil

1. Topsoil shall be spread evenly in 10-inch compacted lifts to the full, compacted depth specified over the areas as shown on the Plans.
2. All large clods, hard lumps and rocks 2-inches in diameter or greater and litter shall be raked up, removed and disposed of by the Contractor.

3.6 FINISH GRADING OPERATIONS

- A. General: Grade with uniform slope between points where elevations are given or between such points and existing grades, unless indicated otherwise.
- B. Soil Surface Tolerances:
 - 1. Planting Areas: Bring finished soil surface to within 0.05 foot of finish grades indicated on Grading Drawings. Grade flatter areas at tighter tolerance if required to provide positive drainage.
 - 2. Allowances: Make proper allowances for settlement, spoils from plant pits, etc.
- C. Surface Drainage:
 - 1. Slope finish grades to drain surface water away from buildings, walks, paving, and other structures unless otherwise indicated.
 - 2. Slope finish grades to drain surface water to catch basins, area drains or swales as shown on the Drawings.
- D. Depressions and Loose Material: Fill and compact depressions, and remove all loose material to finish surface true to line and grade, presenting a smooth, compacted, and unyielding surface.
- E. Excessive Compaction: Rip areas that have become compacted more than 85 percent compaction to a 12-inch depth. Roto-till and blade smooth prior to planting and irrigation.

3.7 PROTECTION

- A. Erosion: Correct erosion and siltation damage at no cost to the Owner.
- B. Settlement Repair: Correct settlement within the Warranty period at no cost to the Owner.
- C. Drainage: Keep surface of topsoil in such condition that it will drain readily and effectively.
- D. Materials, Tools, and Equipment: In handling materials and operating tools and equipment, protect the topsoil from damage by laying down planks, plywood, or other accepted protective materials where required.
- E. Vehicular Traffic: Do not allow vehicles to travel in a single track. If ruts are formed, blade the topsoil smooth.
- F. Storage of Materials: Do not store or stockpile materials on topsoil.
- G. Dust Control: Use water trucks or temporary irrigation and take all precautions needed to prevent a dust nuisance to adjacent public or private properties.

3.8 CLEANUP

- A. Daily: Keep all areas of Work clean, neat, and orderly at all times.

- B. Final: Clean up and remove all deleterious materials and debris from the entire Work area prior to Final Completion.

END OF SECTION 32 91 19.13

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

SECTION 330130 – CURED-IN-PLACE PIPE (CIPP) LINER

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Install CIPP liner into existing host pipes at the locations shown on the Plans in conformance with the details shown on the Plans, and as specified in this Special Provision.
- B. Prepare to install the liner by cleaning and inspecting existing host pipes.

1.2 RELATED SECTIONS

- A. Drawings and General Provisions of the Contract, including General Conditions, and Division 01 Specification Sections, apply to this section.
- B. GeoProfessional Innovation Corporation (GPI) Report dated October 1, 2020, located in Appendix A.
- C. Related Sections:
 - 1. Section 312500 “Erosion and Sedimentation Controls”

1.3 STANDARD SPECIFICATIONS

- A. AASHTO LRFD Bridge Design Specifications, Customary U.S. Units, 5th Edition, with 2010 Interim Revisions.
- B. ASTM F 1216: Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.
- C. ASTM F 1743: Rehabilitation of Existing Pipelines and Conduits by Pulled-in- Place Installation of Cured-in-Place Thermosetting Resin Sewer Pipe.

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

1.4 SUBMITTALS

- A. Submit two copies of each submittal for review. Each copy will contain all applicable drawings, calculations, and a written work plan.
 - 1. Identify in the work plan details of the proposed method of construction, sequence of operations to be performed during construction, a detailed schedule of construction, and a traffic control plan.
 - 2. Sufficiently detail the drawings, calculations, and descriptions in order to demonstrate to the Engineer whether the proposed materials and procedures will meet the requirements of this Section.
 - 3. Sign and seal the structural designs and other engineered components by a registered Professional Engineer of Washington State.

- B. Use a three-ring binder, divided into the sections listed below with the identified information for the submittal format. The Engineer allows digital submittal of work plans with prior approval.
 - 1. Structural Data – Use the naming convention used on the plan sheets for each host culvert being lined including:
 - a. The specific pipe liner (by trade name).
 - b. The nominal and true inside and outside pipe liner diameters.
 - c. The net wall area of the pipe liner in square inches of material per lineal foot of pipe liner.
 - d. The Manufacturer’s recommended maximum and minimum fill height limits for the identified liner.
 - e. Meet or exceed AASHTO HL-93 or interstate alternate loading in accordance with current AASHTO LRFD Bridge Design Specifications and interim specifications for liner load capability.
 - f. Host pipe is considered to be fully deteriorated and unable to carry loads.
 - g. Liner structure must be capable of supporting the maximum fill height at the subject location.
 - h. Maximum allowable ovaling is five percent.
 - 2. Traffic Control Plan – Comply with Section 015526. Include the following plan for each host culvert being lined:
 - a. Locations and dimensions of any temporary access roads
 - b. Locations and dimensions of liner assembly and insertion area “footprints”
 - c. Distance of insertion footprint from the traveled way

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

- d. Proposed traffic control
 - e. Amount of time the footprint will be exposed
 - f. Shoring method if a pit or excavation is proposed
 - g. Safety Plan and appurtenances required to access pipe ends located on steep slopes.
3. Installation Plan – Address the following:
- a. Method of liner installation (pulled-in-place or inversion method).
 - b. Clearly identify the method being used to guide and ease the pipe liner into place if pulling will be done.
 - c. Identify the Manufacturer’s recommended maximum pulling force if pulling will be done.
 - d. Specific resin to be used.
 - e. Curing method such as water, hot air, steam, etc.
 - f. Proposed length, access, and termination points for each run.
4. Installation Limitations – Identify the following installation limits for each host culvert being lined:
- a. Manufacturer’s recommended maximum, minimum and ideal installation temperatures.
 - b. Manufacturer’s recommended curing times including heat sink effects and variations in post liner length.
 - c. Manufacturer’s safety data sheets for all materials used including but not limited to sheets for the resin, catalyst, cleaners, and repair agents.
 - d. Manufacturer’s recommended pipe end treatment and liner terminations at manhole locations.
5. Manufacturer Certifications – Include the following:
- a. Pipe liner manufacturer’s certification that the liner materials furnished will be compatible for the intended installation method, service conditions, and host pipe material.
 - b. Copy of Manufacturer’s installation procedure guidelines.
 - c. Manufacturer’s recommended liner joint assembly recommendations.
- C. Do not begin work until the submittals have been reviewed and accepted by the Engineer.

**STEPTOE BUTTE HERITAGE SITE STATE PARK
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PART 2 - PRODUCTS

2.1 TUBE LINER LAYERS

- A. Use only CIPP liner products approved by the Engineer.
 - 1. Fabricate the liner layers to fit the host pipe tightly.
- B. The liner may consist of one or more layers of woven or non-woven material capable of carrying resin and withstanding installation forces, pressures, and curing temperatures.
- C. The liner must be compatible with the resin system used and able to fit irregularities in the host pipe.
 - 1. Stagger longitudinal and circumferential joints between layers so they do not overlap.
- D. Provide a standard metal end section or other end treatment as directed by the Engineer at all culvert inlets.

2.2 RESINS

- A. Resin actuated liners may be either a chemically resistant isophthalic based polyester resin, a vinyl ester thermosetting resin and catalyst system, or an epoxy resin and hardener.
- B. Compatible with the installation process.
- C. Able to cure in the presence or absence of water.
- D. May contain fillers for viscosity control, fire retardance, air release, or extension of pot life.
 - 1. Thixotropic agents that do not interfere with visual inspection may be added for viscosity control.
- E. Can contain pigments, dyes, or colors that do not interfere with visual inspection of the resin-impregnated pipe liner.

**STEPTOE BUTTE HERITAGE SITE STATE PARK
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PART 3 - EXECUTION

3.1 ORDERING LINER

A. Prior to ordering pipe liner:

1. Clean and then inspect the existing host pipe designated for lining using a colored TV inspection system.
 - a. Record single frames of video images and live video as well as inspection data onto a portable hard drive.
 - (1) The portable hard drive becomes the property of the Contracting Agency.
 - b. Draw attention to all recognizable defects and imperfections.
 - c. Accurately note all pertinent details regarding access locations along the length of the pipe.
 - d. Record on video image the distance inside the existing host pipe and the time and date of the inspection
 - e. Store and link captured videos to the inspection data.
 - f. Provide the ability for any captured video to be played back from a portable hard drive by any user with a PC utilizing standard viewers.
2. Verify the specified pipe liner, in ambiguous cases, will fit by passing a test mandrel with an external diameter the same or larger than the proposed liner through the full length of the existing host pipe.
3. Inform the Engineer of any existing pipe culvert sections that have collapsed or are otherwise impassable.
4. The Contracting Agency reserves the right to eliminate pipe lining from the contract if the Engineer determines that an existing pipe culvert cannot be lined.
5. Include documentation showing that the liner system meets AASHTO LRFD structural requirements for the specified fill height and a fully deteriorated host pipe condition.
6. If required, provide all equipment, means and methods to divert water from upstream to downstream of culvert if required to install liner.

**STEPTOE BUTTE HERITAGE SITE STATE PARK
ROAD IMPROVEMENTS**

3.2 INSTALLATION SPECIFICATIONS

- A. Install pipe liner according to manufacturer's installation recommendations and installation plan submittal unless specified in this Section.
- B. Meet minimum requirements for installation of the pipe liner using any inversion process in compliance with ASTM F 1216 or a pulled-in-place installation in compliance with ASTM F 1743.

3.3 INSERTION

- A. Minimize to the extent practical the disturbance of vegetation and to the extent of any temporary excavations when lining host pipe.
- B. Sidecast excavated material onto upland areas, not in wetlands if excavation of wetland areas is necessary.
- C. Perform all work within the limits of the existing right-of-way unless otherwise approved by the Engineer.
- D. Complete insertion of pipe liner, backfill, and compact any disturbed channel areas before moving to next pipe liner location.
 - 1. Minimize the amount of time insertion excavation area is open and exposed.
- E. Take all precautions necessary to prevent cave-ins.
 - 1. Comply with the sanitary, health, and safety requirements.
- F. Sections of the inlet and outlet, ends of existing host pipe culvert, fence, and other items not otherwise specified for removal in the Plans may be removed to provide room for construction of an insertion area.
 - 1. Replace and install new items of the same size, shape, and materials as those that have been removed.

3.4 HOST PIPE CULVERTS

- A. Clean existing host pipe of all sediment and debris prior to pipe liner insertion.
 - 1. Remove all debris or other materials from the original pipe so that the inserted liner will not be resting on or against nor be irregularly supported by such materials.
- B. Use a cleaning method and tools that will not cause damage to the host pipe.
- C. Control all sediment from cleaning to prevent it from being transported into nearby ditches, streams, or wetlands.
 - 1. The Engineer may require pulling a test head through the pipe to determine the sufficiency of the cleaning effort.

**STEPTOE BUTTE HERITAGE SITE STATE PARK
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- D. Provide adequate flow control when necessary to complete the installation process.
 - 1. Possible methods include but are not limited to dewatering and temporary detours.
- E. The existing host pipe may have holes where undermining of the backfill material has occurred due to piping, water exfiltration or infiltration.
 - 1. Fill any void space in the soil envelope around the existing host pipe with polyurethane foam or low-density cementitious grout.

3.5 PIPE LINER

- A. Unload and store liner components in a secure location.
- B. Lap or connect joints according to the manufacturer's recommendations.
- C. Insert the pipe liner according to submitted insertion plan and manufacturer's installation recommendations.
- D. Handle and insert the pipe liner in a manner that will not cause damage to the pipe liner.
 - 1. Replace damaged or liner materials at no additional expense to the Contracting Agency.
- E. Allow the pipe liner to cool in the host pipe long enough to adjust to its natural geometry.
 - 1. Strictly follow the manufacturer's recommended relaxation period required to hold the CIPP liner against the host pipe.
- F. Repair the failure of the liner system due to inadequately cleaned host pipes at no cost to the Contracting Agency.
- G. Cut pipe liner neatly and smoothly at each end of the host pipe to prevent snagging and collection of debris.
- H. The finished pipe liner is to be continuous over the entire length of an insertion run between two manholes or structures and be as free as commercially practical from visual defects such as foreign inclusions, dry spots, air bubbles, pinholes, dimples and delamination.
 - 1. The pipe liner is to be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to the inside of the lined pipe.

3.6 RESIN IMPREGNATION

- A. Notify the Engineer at least two working days before starting impregnation.
- B. Strictly follow the manufacturer's recommendations.
- C. Store impregnated liner in an area where the temperature is controlled within range recommended by the manufacturer.

**STEPTOE BUTTE HERITAGE SITE STATE PARK
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3.7 RESTORE EXCAVATED AREA

- A. Restore excavated or disturbed area due to insertion pit excavation or other disturbance to immediate area.
- B. Backfill and compact excavation material to match the shape of the surrounding surface.
- C. Repair and restore any disturbance to the existing outfall pads.
- D. Impacted areas at each culvert must be flagged prior to removal of any vegetation.

3.8 INSPECTION OF CIPP LINER

- A. Upon completion of work, reinspect each rehabilitated pipe using a colored TV inspection system.
 - 1. The portable hard drive becomes the property of the Contracting Agency.

END OF SECTION

APPENDIX A

GeoProfessional Innovation Corporation (GPI) Report

October 1, 2020
File: PU20076A

Mr. Mark Steepy, P.E. and
Mr. Mark Brower, P.E.
KPF Consulting Engineers
612 Woodland Square Loop SE, Suite 100
Lacey, WA 98503

RE: **Geotechnical Engineering Evaluation**
Steptoe Butte State Park Road Improvements
Whitman County, Washington

Greetings, Gentlemen.

GeoProfessional Innovation Corporation (GPI) presents this report summarizing our geotechnical engineering evaluation for improvements to the Steptoe Butte State Park roadway in Whitman County, Washington. GPI performed our evaluation referencing the authorized scope of work dated April 2, 2020. This report summarizes our exploration and laboratory test results and presents our geotechnical opinions and recommendations to assist project design and construction.

Steptoe Butte State Park is a popular Washington State recreation area. The butte serves as a historic landmark and the access roadway has served the public patrons of the park well for decades. However, the road is inconsistent, weathered, and damaged in several areas. Rehabilitating the roadway and improving site facilities will provide greatly improved access and amenities for park visitors.

It is important to read and implement this report in its entirety. Portions of this report cannot be relied upon without the supporting text of other pertinent sections. We appreciate the opportunity to assist KPF Consulting Engineers with this project. Please do not hesitate to contact us if you have any questions regarding our report or services.

Sincerely,
GPI



Amanda Carlson, E.I.
Staff Engineer



Travis J. Wambeke, P.E.
Principal Engineer

TJW/ac

Geotechnical Engineering Evaluation
Step toe Butte State Park Road Improvements
Whitman County, Washington

PREPARED FOR:
Mr. Mark Steepy, P.E. and
Mr. Mark Brower, P.E.
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612 Woodland Square Loop SE, Suite 100
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October 1, 2020

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Geotechnical Engineering Evaluation
Steptoe Butte State Park Road Improvements
Whitman County, Washington

INTRODUCTION

GeoProfessional Innovation Corporation (GPI) presents this report summarizing our geotechnical engineering evaluation for improvements to the Steptoe Butte State Park roadway in Whitman County, Washington. The project alignment is shown on Plate 1, *Exploration Map*. Our purpose was to explore subsurface conditions within the planned improvement alignment and provide geotechnical engineering consultation to assist KPFF Consulting Engineers (KPFF) with progressing civil design and construction document preparation. To accomplish our evaluation, we performed the following scope of services:

1. Reviewed the existing roadway configuration and conditions, noting sections of cut, fill, pavement distress, and embankment performance concerns. We evaluated rock cuts along the roadway, noting areas of weathered and competent rock, where rock excavation may be required to facilitate drainage improvements. We provided our Preliminary Geotechnical Summary, dated June 4, 2020, outlining our findings and proposed exploration map. This report supersedes that document.
2. Coordinated exploration with KPFF, and the Washington Utility Notification Center to facilitate site access and avoiding existing utilities during exploration. Additionally, we subcontracted a private utility locating service to assist with locating private utility lines.
3. Advanced 20 exploratory borings along the alignment in the approximate locations shown on Plate 1.
4. Performed laboratory testing on samples collected during exploration referencing ASTM International (ASTM) and *American Association of State Highway Transportation Officials* (AASHTO) procedures.
5. Reviewed field and laboratory data and performed analyses to provide geotechnical recommendations to assist project design and construction. Attended design meetings and workshops to exchange our subsurface information and align pavement concepts as well as share opinions regarding ancillary improvement concepts.
6. Provided a draft electronic deliverable containing our exploration findings and laboratory test results as well as our analysis results, geotechnical opinions, and recommendations.
7. Prepared this final electronic deliverable containing our exploration findings, laboratory test results, analysis, and geotechnical opinions and recommendations. Comments and requested areas of clarification have been incorporated into this final deliverable, based on the project team's review of our draft deliverable.

PROJECT UNDERSTANDING

The existing Steptoe Butte State Park roadway is approximately 4.3 miles in length, extending northwest to the park from its intersection with Hume Road, a Whitman County roadway. The roadway has functioned for decades of public access. However, time and the increased popularity of park visits (traffic) have caused the road surfacing to exceed its useful life and therefore, it is planned to be reconstructed. The existing roadway surface is bituminous surface treatment (BST) with extensive blade patches. Substantial alligator cracking and potholes remain in a number of roadway sections. Near the park facilities at the base and also at the summit, newer pavement exists from improvements in the last 20 years. Due to the extent of pavement distress, roadway improvements are the main focus of this project. Those roadway improvements will not require substantial horizontal or vertical grade adjustments.

Overall, the existing cut-and-fill slopes adjacent the roadway alignment are performing well. However, we observed a significant settlement area (at 3.0 miles from Hume Road) and 2 areas of suspected previous landslide failure (at 2.4 and 3.5 miles from Hume Road). These areas are impacting the road's performance and will require improvements.

In addition to the roadway revitalization, some ancillary improvements are planned. Improvements include adding an interpretive trail at the base parking area (interpretive parking lot) with additional new trailer parking. The summit lower parking lot will be widened with viewing areas and the summit upper parking lot will be reconfigured with improved ADA access. Pending civil design, potential new viewing turnouts, vehicle turn around areas, and new guard rails are also being considered. Ancillary new sidewalks, ADA approaches, and curbs may also be installed as part of improved park access. These improvements may necessitate moderate excavation, and potential drilling and blasting into bedrock to accommodate the planned grades. Existing concrete pads for agriculture equipment crossing will remain intact without grade changes, but may be cut to a clean edge to facilitate the transition between the concrete crossing and the new asphalt cement pavement. The existing cattle guard will be removed as part of the roadway improvement. No new stormwater management or disposal improvements are planned. However, this project may improve the drainage patterns by replacing some existing culverts and clearing the inboard ditch.

FIELD & LABORATORY EVALUATION

Exploration

GPI accomplished exploration on June 22 and 23, 2020 via a GT-2400 trailer-mounted drill rig equipped with hollow stem augers and standard penetration test (SPT) sampling equipment. Borings extended 4.0 to 21.5 feet below the existing ground surface. During exploration, our engineer visually classified, described, and logged the soil encountered according to the *Unified Soil Classification System* (USCS). We collected select in-place soil samples from various depths (2.5- to 5-foot intervals) and bulk samples at select locations for subsequent laboratory testing. The USCS is presented in Appendix A along with exploration logs and should be used to interpret the soil conditions in this document and on the individual exploration logs. Borings were loosely backfilled with site soil, plugged with bentonite, and patched with cold asphalt or concrete patches immediately after completing exploration.

Laboratory Testing

We performed laboratory testing on select soil samples obtained during exploration to assist classification and assess various engineering characteristics. Laboratory test results are provided in Appendix B. Tests were performed referencing ASTM and AASHTO procedures and included the following:

- ☞ In-Situ Moisture Content (ASTM D2216)
- ☞ Grain Size Distributions (ASTM D6913)
- ☞ Moisture-Density Relationship – Proctor (ASTM D1557)
- ☞ Atterberg Limits (ASTM D4318)
- ☞ Resilient Modulus (AASHTO T307)
- ☞ Soil pH, Sulfates, and Resistivity

Subgrade Characteristics

GPI subcontracted to accomplish resilient modulus testing of the subgrade encountered within the planned alignment to help estimate the subgrade support characteristics. The subgrade soil encountered during exploration was variable. We selected a silt with sand and trace gravel soil sample from the subgrade that, in our opinion, reflects the expected strength properties. For typical moisture conditions, laboratory testing estimates the resilient modulus (M_R) at 14,000 pounds per square inch.

The *AASHTO Pavement Design Guide* allows designers to vary the subgrade modulus throughout the year to reflect the strength gains and losses related to variances in the soil moisture content. In general, this process uses “damage-based” weighted averaging with respect to positive or negative seasonal subgrade characteristics such as freeze-thaw effects, saturation potential, and dry summer subgrade conditions. Assumptions for typical subgrade modulus variations based on our experience and the resulting effective subgrade modulus values are presented in Table 1. These estimates generally assume the subgrade will be moist to dry in summer and fall months, frozen in winter months, and moist to saturated during spring months. In our opinion, the values illustrated in Table 1 are reasonable representations of the soil subgrade seasonal variability.

Table 1. Effective Seasonal Subgrade Resilient Modulus Values

Calendar Month	Estimated Subgrade Resilient Modulus (psi)
January	14,800
February	4,100
March	4,500
April	4,600
May	6,900
June	8,700
July	11,100
August	12,200
September	12,900
October	13,100
November	13,600
December	15,300
<i>Effective Subgrade Resilient Modulus</i>	8,930

SUBSURFACE CONDITIONS

Subsurface exploration began at the butte summit and ended near the intersection of Steptoe Butte State Park Road and Hume Road. In each of the 20 boring locations, drilling penetrated existing bituminous surface treatment (BST) and asphalt patch materials. Exploration locations are shown on Plate 1 through 1D. The pavement surface was 0.5- to 4.0-inches-thick. The majority of the butte roadway in the top 2 miles was thin (<1.5-inches-thick). No geosynthetic fabric was evident at the time of drilling. Where present, base course beneath BST was less than 2-inches thick and comprised crushed quartzite rock likely derived from mining at the butte. Table 2 summarizes the existing pavement section thicknesses encountered in each boring.

Table 2. Measured Existing Pavement Section Thicknesses

Boring Location	Lane Description/Center Line ¹	Approximate Distance from Hume Road Intersection (Miles)	Asphalt Pavement Thickness (inches)
B-20076A-1	N/A – Summit Upper Parking Area	4.0	2.0
B-20076A-2	N/A – Summit Lower Parking Area	4.0	0.5
B-20076A-3	Outboard	3.8	1.0
B-20076A-4	Center Line	3.6	1.5
B-20076A-4B	Outboard	3.5	1.0
B-20076A-5	Center Line	3.3	1.3
B-20076A-6	Outboard	3.1	0.8
B-20076A-7	Center Line	3.0	4.0, multiple layers
B-20076A-8	Inboard	2.7	0.8
B-20076A-8B	Outboard	2.5	1.0
B-20076A-9	Center Line	2.4	1.0
B-20076A-9B	Outboard	2.1	1.5
B-20076A-10	Center Line	1.9	3.0, multiple layers
B-20076A-11	Inboard	1.6	2.0, multiple layers
B-20076A-12	Center Line	1.3	3.0, multiple layers
B-20076A-13	Center Line	1.0	1.5
B-20076A-14	Right of Center Line	0.8	2.5, multiple layers
B-20076A-15	Right of Center Line	0.5	2.5, multiple layers
B-20076A-16	Left of Center Line	0.3	2.0, multiple layers
B-20076A-17	Right of Center Line	0.1	2.0, multiple layers

1. Lane Description based on downward traverse off of Steptoe Butte

The original roadway profile appears to have been constructed by cutting into the hillside and where necessary, filling the outboard road edge to obtain the desired width. The majority of road section appears appropriately constructed in a full bench configuration with filling beyond the road profile. However, isolated areas have significant fill profiles that cross drainages and/or achieve the existing grades. In general, the geology changes from the summit to base, transitioning from weathered quartzite parent material to wind-blown silt and clay loess. Beneath the surface asphalt section, we encountered the following primary subsurface units:

☞ Embankment Fill:

- **Silty Sand with Gravel (SM):** Reddish brown with pink mottling, loose to medium dense, and moist to wet. Silty sand with gravel embankment fill was encountered in borings B-20076A-2, B-20076A-4, B-20076A-4B, B-20076A-5, B-20076A-7, and B-20076A-8B beneath the asphalt section and extending 1.0 to 11.0 feet below the ground surface.
- **Silt with Sand (ML):** Brown to dark brown, loose, and moist. Silt with sand embankment fill was encountered in borings B-20076A-9, B-20076A-10, B-20076A-14, and B-20076A-16 beneath the asphalt section and extending 2.0 to 15.5 feet below the ground surface.

- Sandy Silt with Gravel (ML): Tannish white, medium dense to dense, and moist. Sandy silt with gravel embankment fill was encountered in boring B-20076A-11 beneath asphalt section and extending to boring termination.

☞ **Residuum:**

- Silt with Sand (ML): Dark brown, medium dense to dense, and moist to wet. Silt with sand residuum was encountered in borings B-20076A-4, B-20076A-4B, B-20076A-5, B-20076A-6, B-20076A-7, and B-20076A-8B beneath embankment fill or asphalt extending 2.0 to 20.0 feet below the ground surface.

☞ **Loess:**

- Clay (CL): Reddish brown, soft to stiff, and moist. Clay loess was encountered in boring B-20076A-12 beneath asphalt section extending to boring termination.

☞ **Alluvium:**

- Silt with Sand (ML): Dark Brown to black, loose to medium dense, and moist to wet. Alluvial silt with sand was encountered in borings B-20076A-14 through B-20076A-17 beneath embankment fill or the asphalt pavement section and extending to boring termination.

☞ **Weathered Bedrock:**

- Quartzite: Tannish white with pink mottling, highly weathered, decomposed, and very dense was encountered in most borings from the summit to the interpretive parking lot (borings B-20076A-1 through B-20076A-13) at depths 2.0 to 20.0 feet below the ground surface.

Groundwater was encountered 9.5 feet below the ground surface in boring B-20076A-14 at the time of exploration. Groundwater levels may be impacted by local variations in precipitation, irrigation, and infiltration.

GEOTECHNICAL OPINIONS AND RECOMMENDATIONS

We present the following geotechnical recommendations to assist project planning, design, and construction for the proposed Steptoe Butte State Park roadway improvements in Whitman County, Washington. We base our geotechnical recommendations on our experience with similar soil and geologic conditions, findings from our field and laboratory evaluation, our understanding of the proposed construction, and our geotechnical analyses. If project design or construction plans change, our design recommendations may be impacted. Should project details change from those described herein, contact us to review the project modifications and revise our recommendations as needed.

Asphalt Reconstruction Considerations

Given the extent and type of the pavement distress, our opinion is that milling, crack sealing, and overlay rehabilitation will not provide a lasting design alternative. There are sections of the roadway where these methods are suitable, however the section thickness variability and distress mechanisms will lend to an inconsistent repair scheme that will have inconsistent performance characteristics. Because of the export costs and disposal, full depth reconstruction is also deemed a less desirable roadway remediation mechanism. Therefore, our opinion is that an economically viable repair method that reduces waste streams and capitalizes on the existing alignment materials is pulverizing the existing asphalt pavement in place, mixing it with any existing base course, the underlying soil and potentially with a 4 percent by weight cement additive. This will become the new subgrade and a new pavement

section will be placed over it, resulting in a grade increase of approximately 6 inches. This concept has been vetted with the design team and the balance of this report is prepared based on this concept.

Asphalt Pavement Section Thickness

GPI's asphalt pavement section recommendations reference the AASHTO Pavement Design Guide. The following text presents our traffic loading estimates, pavement design parameters, and asphalt pavement section design, construction, and maintenance recommendations.

Traffic Loading

KPFF provided daily visitor traffic for 2019 that Washington State Parks provided for 2019. This data suggests that as many as 90,000 annual visitors traverse the park's roadway and facilities annually. We used this data and assumed that each visitor represented a passenger vehicle to evaluate the Average Daily Traffic (ADT) on the Steptoe Butte State Park Road. To perform our analyses, the ADT estimate was converted to Equivalent Single Axle Loads (ESALs) based on anticipated vehicle weight and axle configurations to establish an Equivalent Axle Load Factor (EALF). We estimate that an average passenger vehicle weighing 6,000 pounds with 2 single axles to have an EALF of 0.004. This average passenger gross vehicle weight is likely conservative and partially accounts for occasional heavier park maintenance, wayward recreational vehicles, and other heavier vehicle loads applied to the pavement at random intervals. Flexible pavement ESALs are estimated based on a 20-year design life, consistent with typical pavement section evaluation in eastern Washington. Table 3 presents various design parameters used in our pavement section analysis.

We specifically note that the quantity and type of truck traffic can have significant impacts on pavement performance and on ESALs calculated based on their respective EALF value. In our opinion, we made reasonable assumptions for the traffic conditions based on the information provided. However, a more accurate analysis can be conducted using actual truck/traffic counts and axle configuration data. Further, our traffic load estimates do not include construction traffic.

Table 3. Pavement Section Design Parameters

Design Parameter	Value Used		Reference
Reliability (R)	85%		AASHTO Manual guidelines
Standard Deviation (S)	0.45		AASHTO Manual guidelines
Initial Serviceability (PSI _i)	4.2		Typical eastern Washington values
Terminal Serviceability (PSI _t)	2.0		Typical eastern Washington values
Growth	4.0%		Typical for rural roadways
Design Life (Flexible Asphalt Pavement)	20 years		Typical eastern Washington value
Traffic Loading (Flexible Asphalt Pavement - 20-year Design Life) (ESALs)	38,500		250 passenger vehicles per day (6,000 pounds GVW) and 0.5% 45,000 GVW trucks
Resilient Modulus (M _r)	8,930 psi ²		Weighted Resilient Modulus Result
Asphalt Layer Coefficient (a ₁)	0.44		Figure 2.5 AASHTO Manual
New Aggregate Layer Coefficient (a ₂)	0.12		Figure 2.6 AASHTO Manual
Mixed Asphalt & Aggregate/Pulverized Asphalt Layer Coefficient (a ₂)	With Cement	Without Cement	Figure 2.6 AASHTO Manual
	0.1	0.06	
Top Course Drainage Coefficient (m ₂)	1.0		Table 2.4 AASHTO Manual for “fair” drainage, 1 to 5 percent saturation

1. Equivalent Single Axle Loads (ESALs)
2. Pounds per square inch (psi)

Based on the traffic loading estimates and the design parameters outlined in Table 3, we present our flexible asphalt pavement section thickness design recommendations for the roadway alignment in Table 4 and as shown in Figure 1.

Figure 1. Flexible Asphalt Pavement Section

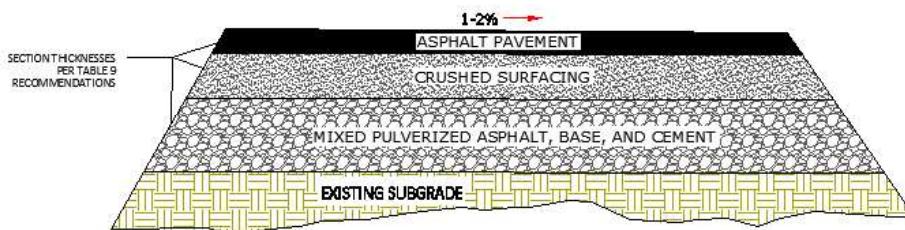


Table 4. Flexible Asphalt Pavement Section Design Recommendations

Pavement Section Material	Section Thickness (inches)			Material Specifications
	Existing Roadway and Parking Areas	Interpretive Trail	New Parking Areas	
Hot Mix Asphalt (HMA) Pavement	2.0	2.5	3.0	Hot-mix asphalt (HMA) conforming to Section 5-04 of the latest edition of WSDOT Standards. HMA should consist of Class 1/2-inch or Class 3/4-inch.
Crushed Surfacing	4.0	4.0	8.0	Top course or base course conforming to the latest WSDOT Standards Section 9-03.9(3) Crushed Surfacing. CS-1
Mixed Pulverized Asphalt, Base and Cement Subbase	8.0	N/A	N/A	Recommend pulverizing and mixing at a 6- to 8-inch depth below the existing pavement surface. PS-1
Non-woven Geotextile Fabric/Geogrid	Required for sub-subgrading areas	Required	Required	Reference Table 7

We discussed with the design team the option of increasing the asphalt pavement mat to a nominal 2.5-inch depth. As discussed in the *Opinion of Probable Cost* report section, this alternative has a \$130,000 cost premium. We evaluated the additional anticipated life that could be expected by increasing the asphalt thickness. The minimum section equates to 2 inches of asphalt pavement over 4-inches of new crushed surfacing, over 6.0 or 8.0-inches of pulverized subgrade provides a design life of 20 years for 38,500 ESALs. The 2.5-inch-thick asphalt mat increases the design life ESALs to nearly 70,000 and therefore, equates to an additional 8 to 10-years of potential design life. Our opinion is that the increase pavement section thickness provides more durability, creates a more robust section, and is therefore, a good investment for this roadway.

Pavement Maintenance and Drainage

Pavement performance will depend upon achieving adequate drainage throughout the section and especially at the subgrade. Water ponding at the pavement subgrade surface can induce heaving during the freeze-thaw process, which can readily damage pavement. The subgrade, *Crushed Surfacing*, and pavement surfaces should slope at no less than 2 percent to the drainage ditch, as shown in Figure 1.

Annually review pavement surface conditions and performance to help identify and address any pavement maintenance issues. Crack maintenance should be accomplished on all pavement surfaces every 3 to 5 years to reduce the potential for surface water infiltration into the underlying pavement subgrade. Slurry seal applications are a common maintenance procedure for owners of asphalt

pavement systems. If desired for pavement maintenance or preservation, we provide recommendations for slurry seal applications in the following items.

1. **Cleaning:** Ensure that cracks are thoroughly clean, dry, and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry and warm the pavement surfaces within the crack immediately prior to filling a crack with the sealant material. Do not overheat pavement. Flame dryers are not allowed.
2. **Sand Slurry:** For cracks greater than 1 inchwide, fill with sand slurry by thoroughly mixing the components and pour the mixture into the cracks until full. Add additional CSS-1 cationic emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will completely fill the cracks. Strike off the sand slurry, flush with the existing pavement surface, and allow the mixture to cure.
3. **Hot Poured Sealant:** For cracks less than 1 inch in width, fill with hot poured sealant by applying the material in accordance with these requirements and the manufacturer’s recommendations. Confine hot poured sealant material within the crack. Clean any overflow sealant from the pavement surface.

Earthwork

Site Stripping

Topsoil was not evident at the surfaces within the roadway alignment. However, the shoulders immediately adjacent the asphalt profile contains trace to moderate vegetation. Further, between 1.0 and 2.1 miles from Hume Road, tree roots have propagated below the asphalt, cracking it and creating an irregular surface. Topsoil is expected in any area immediately outside the existing pavement section. While not explored, we expect topsoil will extend 0.5 to 1.0 foot below the surface with isolated deeper deposits along drainages. Site stripping is expected to include removal of topsoil containing vegetation and organics from the shoulder areas and along ditch lines. Additionally, culvert inlets and outlets shall be cleaned and cleared of sediment, vegetation, and organics that may negatively impact their performance and ability to convey stormwater.

Topsoil containing vegetation and organics is not suitable for roadway subgrades, or for reuse as structural fill as part of this project. We recommend that park management delineate a disposal location within the park boundaries to reduce export costs. Alternatively, if parking improvements construct embankments, topsoil can be used to dress slopes and facilitate vegetative growth.

Excavation Characteristics

We expect the site soil to be excavatable using conventional excavation techniques and large equipment. Carefully plan and implement temporary excavations to be sloped, shored, or braced in accordance with the *Washington Industrial Safety and Health Administration (WISHA)* regulations and the *Washington Administrative Code (WAC) Chapter 296-155*. Based on the exploration data, the soil encountered within the anticipated excavation limits (less than 5 feet) will classify as Type C soil, which can be temporarily sloped as steep as 1.5H:1V (horizontal to vertical), when the soil remains dry. Temporary rock cuts can be constructed as steep as 0.5H:1V. Surface or subsurface water that infiltrates excavation slopes can drastically impact temporary slope stability, requiring much shallower slopes. Due to the potential for varying seasonal soil conditions during construction, it is imperative that earthwork contractors evaluate each excavation configuration specific to WISHA guidelines and to seek appropriate professional guidance to create safe and stable excavations.

Construction vibrations and surcharge loads can cause excavations to slough, cave, or collapse. We do not recommend stockpiling materials adjacent to or within $\frac{1}{2}$ the height of excavations, which may cause a surcharge and contribute to excavation instability. Ultimately, the contractor is solely responsible for site safety and excavation configurations factoring in water infiltration, construction access, adjacent loading, and other factors that contribute to excavation stability.

Although excavations are not expected to encounter consistent groundwater within anticipated excavation depths, the contractor shall plan excavations with water collection points and utilize conventional sumps and pumps to remove nuisance water originating from runoff, seeps, or precipitation. If site soil excavations are not immediately backfilled, they may degrade when exposed to runoff or groundwater intrusion, requiring over-excavation and replacement with granular structural fill. We recommend construction activities and excavation backfilling be performed safely, but as rapidly as possible following excavation to reduce the potential for trench degradation due to water infiltration.

Excavators equipped with mechanical thumbs should be expected by the contractor so as to manipulate and remove debris or large particles. Contractors should also expect to utilize equipment with “breakers,” “rippers,” or pneumatic hammers to demolish concrete or remove fractured rock in cut slopes. Guard rail posts will likely be installed as part of this project. Guard rail alignments shall consider the extent conflicts exist with utilities. As part of exploration, utilities were not readily identified in the outboard shoulders, however, the utility locate was at exploration points; not inclusive of the entire alignment. Additionally, bedrock and boulders are likely along the upper 2 miles of the roadway to the summit. Most guard rail posts can be economically installed into dense gravel and cobbles; however, boulders and bedrock can require over-excavation to accommodate installation. The guard rail alignment and materials planned should be considered with respect to these conditions.

We do not expect significant bedrock excavation will be required for roadway improvements unless the summit lower parking lot is expanded to create an adequate turnaround. In this location, drilling and blasting may be required to remove bedrock. Due to the potential for fly rock, uncontrolled or erratic blast results, we do not recommend sliver rock cuts (<15 feet) rely on blasting techniques. Hydraulic hammering shall be used for these excavations. The quartzite rock observed was massive, slightly weathered and fractured and will require a blasting subcontractor experienced in controlled blasts and excavating in this material. Drill patterns may need to be adjusted, specifically at the resulting cut face to break the rock into manageable particle sizes and leave a uniform, consistent rock face. This project's size and the extent of anticipated cut do not warrant the costs of “pre-splitting” techniques. The following guidelines can be used to help specify rock excavation requirements. However, ultimately, we recommend the contractor select their means and methods based on their experience and selected equipment.

1. Bedrock excavation shall be performed with late-model excavation equipment; configurations equipped with short-tip-radius rock buckets; rated at not less than 150-hp net flywheel power with a bucket-curling force of no less than 35,000 lbf and stick-crowd force of not less than 23,000 lbf.
2. A minimum 9,500 ft-lb hydraulic breaker is expected to breakout competent bedrock when not fractured or weathered or to break down large particles resulting from blasting. The contractor shall maintain contingencies for mobilizing such equipment.
3. Drilling and blasting shall consider tighter spacing at the cut face and overall pattern to sufficiently reduce particle size and achieve a neat rock face. Pre-splitting is not an anticipated drilling requirement, but may be used if desired.

4. Alternative rock excavation methods, including predrilling, chemical agents, and others may be considered to achieve the required excavation depths.
5. The local communications towers may be impacted by blasting; they should be individually consulted regarding the sensitivity of their equipment prior to authorizing blasting. Blast monitoring may be required by the communication utility owners.
6. For reuse as Structural Fill (SF-1 or SF-2), bedrock excavation must reduce the excavated spoils to a maximum 1.5-foot particle size unless oversize bedrock boulders are removed from structural fill products.

Permanent Slopes

The majority of soil and rock slope configurations along the roadway alignment are not expected to be modified. However, it is possible that some modifications may become evident as part of finalizing civil design concepts. Additionally, cut and fill slopes may be constructed near the summit lower parking lot to modify existing parking and creating a turnaround. New or modified soil slopes shall be configured no steeper than 2H:1V. Shotrock or boulder faced slopes may be constructed as steep as 1-1/4H:1V. Finally, rock cuts can be constructed near vertical, however they tend to ravel and can develop overhangs in this configuration. Therefore, we recommend rock cut slopes be constructed between ¼ to 1/2H:1V based on the quantity of rock required. Based on the location of potential rock cuts, it is advisable to construct a fence at the crest that reduces pedestrian encroachment on the rock face.

Sub-Subgrading

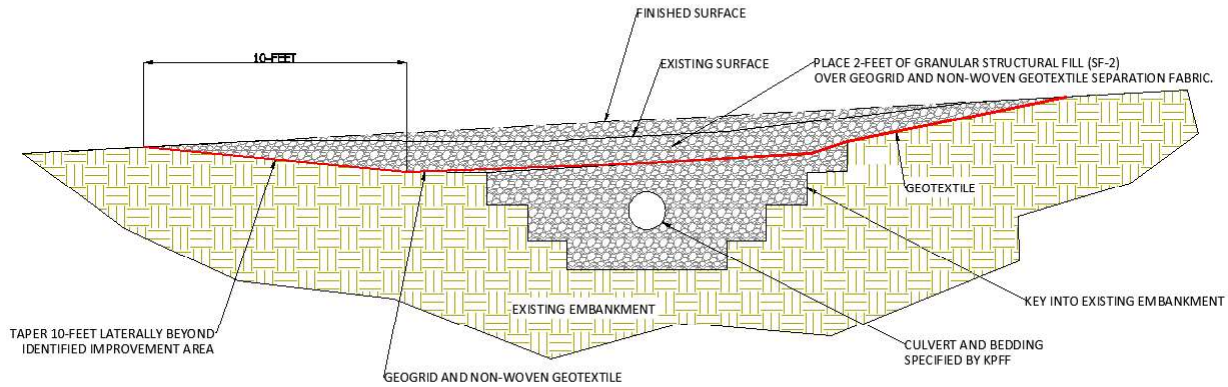
Significant roadway performance issues and settlement are evident within the alignment at the pavement surface in 3 areas. We explored these areas with borings located at B-20076A-4B, B-20076A-7, and B-20076A-9, corresponding to 3.5, 3.0, and 2.4 miles from Hume Road. These areas are also shown on Plates 1A-1D and are attributed to embankment settlement due to moisture changes or slope instability. It is reasonable to assume that the culverts in these areas may have been impacted and the embankment fill will continue to perform insufficiently beneath the new improvements. Therefore, we recommend aggressive subgrade preparation be implemented in this area in the form of sub-subgrading below the roadway's current elevation. Additionally, the sub-subgrading process is applicable to other areas of the project as defined in the following text.

Where embankment displays significant settlement at the mile markers defined herein, where the existing cattle guard will be removed, and adjacent the existing concrete agricultural crossings, over-excavate at least 2 feet of soil below the existing roadway surface elevation. Excavate and remove the existing culverts. Install new culverts specified by KPFF and key the culvert fill into the embankment to the -2-foot elevation as shown in Figure 2. At this depth and after culvert replacement, place *Granular Structural Fill* atop geogrid and non-woven geotextile separation fabric. At the margins of these improvements, geotextiles must be at least 1 foot below the finished road grades. The base course and broken asphalt resulting from sub-subgrading excavations may be reused as structural fill provided it meets the requirements of Table 2 in the *Structural Fill Criteria* report section. Budget 100 cubic yards for unsuitable soil removal after stripping for unforeseen soft subgrade conditions.

The finished roadway elevation is expected to be adjusted for a smooth centerline transition to the roadway grades outside of the improvements. At the 3 roadway distress areas, extend sub-subgrading to the lines and grades shown on the plans. At the cattle guard and agriculture equipment crossings, the sub-subgrading process shall extend 10 feet laterally each side. Over-excavated soil free of vegetation and organics may be reused in planned embankment areas at the summit, wasted in a manner approved

by the Park or exported off site to become property of the contractor. The sub-subgraded areas do not require pulverization, however, if cement additives are specified, these areas shall be treated uniformly with the remainder of the roadway.

Figure 2. Sub-Subgrading Schematic



Subgrade Preparation

Once ditches are cleaned, sub-subgrading is complete, and ancillary earthwork performed, the subgrade shall be prepared by pulverizing the roadway in place. The pulverization process will blend the existing asphalt/BST, underlying base and subgrade soil into a relatively uniform matrix that will be the new asphalt pavement subgrade. The pulverization process will take 1 of 3 forms based on an evaluation of economics and potential benefits to the project:

1. Pulverize existing materials in place to a depth of 8 inches. Moisture condition, shape, and blade to the lines and grades shown on the plans.
2. Pulverize existing materials in place to a depth of 6 inches while blending in 4 percent by weight of dry cement. Moisture condition, shape and blade to the lines and grades shown on the plans. This process is called Cement Reinforced Aggregate Base (CRAB) construction and is described in more detail in subsequent report sections.
3. Pulverize existing materials in place to a depth of 8 inches while blending in 4 percent by weight of dry cement. Moisture condition, shape and blade to the lines and grades shown on the plans.

From exploration, we anticipate the soil exposed at planned subgrades will comprise silt with sand and gravel or weathered quartzite previously excavated and placed as embankment fill. The subgrade soil will become finer at lower portions of the roadway alignment and there is some potential to encounter intact rock at the depths specified for pulverizing. The pulverizing equipment can elevate slightly to avoid rock where encountered.

The perceived advantage of adding cement to the subgrade is an increase in subgrade modulus. Cement treating the subgrade can be advantageous to supporting construction equipment prior to paving. Conceptually, the paving will start at the summit and progress down the butte. Therefore, supply trucks will need to travel over the subgrade and new crushed surfacing to the paving operation. An improved subgrade can significantly reduce the potential for damage during construction that will require extensive and costly repairs. The following sections outline the requirements for pulverizing the existing pavement section, removing excess material, CRAB construction, and compacting the mixture for a stabilized subgrade for the new asphalt pavement section.

Mixing Material

Prior to pulverization, the alignment shall be cleaned of loose debris and vegetation. Mixed material shall consist of existing asphalt and BST, any existing aggregate base, and subgrade soil/rock. The material shall not contain roots, topsoil, or any deleterious materials. The contractor shall expect to segregate and remove roots where encountered during the pulverizing process. The resulting mixture shall be thoroughly mixed such that 100 percent passes a 3-inch sieve and achieves a well graded mixture from the parent materials. Where water is used in the mixing process, it shall be reasonably free of oil or other deleterious materials.

Equipment

Mixing shall be accomplished in place by auger or cross-shaft type equipment that will produce a pulverized base mix meeting the requirements for mixing the material and if specified, the addition of cement and water in a single application. Agricultural disks or motor graders shall not be used as in-place mixing equipment. Mixing equipment must be capable of creating uniform mixtures to a minimum 8-inch depth below pavement subgrade. Where cement is applied, a control system capable of measuring the cement application rate to an accuracy of ± 4 pounds per square yard shall be used. The equipment used shall have weighing scales, a foot-per-minute gauge, and an RPM vane feeder to provide control of the cement application process. The mixed material shall be compacted to at least 95 percent of ASTM D1157 noting that field documentation of compaction efforts will need to vary based on the subgrade variability, the percent of asphalt in the mixture, and whether or not cement is applied. It is probable that a method specification for compacting pulverized subgrades will be applied as delineated in the *Coarse Soil* report section.

The equipment shall have the ability to supply metered water and to adjust the water supply during the mixing procedure. Water supply shall deliver water evenly across the full width of the mixing machine. The contractor shall utilize at least 2 water trucks, each with proper fittings for connection to the pulverizing and mixing equipment to minimize delay and to allow for continuous water application during mixing while each water truck is refilled. The resulting mixture shall be shaped and bladed to the lines and grades shown on the plans as rapidly as possible following mixing. Where cement is applied, the timing of this processing is critical to achieving the subgrade requirements.

CRAB Construction

Where the project team delineates cement application at the subgrade, these procedures shall be employed. Pulverization shall extend 6 to 8 inches below finished grade per the specification. Properly stage cement base application during good weather with limited wind with adequate access to water. No more of the roadway alignment may be cement-treated in any one day than can be protected from drying and degradation. The treated section must be processed, shaped, graded, compacted, and a curing compound or other protection (such as crushed surfacing placement) must be applied at the end of each day's production.

Mix the aggregate, asphalt, soil, cement, and water in-place. Mixing must penetrate the existing asphalt surface at least 6 inches or as specified. GPI recommends an 8-inch treatment depth. Cement application shall adhere to the following:

- ✎ The cement content shall be at least 4 percent by weight unless an alternative mix design is submitted by the contractor and approved by the Owner's Engineer.

- Ⓔ The cement spread rate shall not vary by more than 4 pounds per square yard unless an approved mix design allows for a modified rate. Cement shall be uniformly distributed and mixed with the pulverized material and any existing underlying material as specified.
- Ⓔ The moisture content shall be within 3 percent of the optimum moisture content as determined by trial blends for the mixed product by the Owner's Testing Agent for the duration of the spreading, mixing, and compaction operation. Maximum dry density and optimum moisture content evaluation shall also reference ASTM D 558.
- Ⓔ The water shall be applied evenly across the width of the machine and metered through the mixing machine by approved pressure-distributed equipment that is operated while the machine is moving.
- Ⓔ No cement shall be spread, nor shall the base mixture be mixed, when the soil or subgrade is frozen or saturated, or when the air temperature is less than 40 degrees Fahrenheit in the shade.
- Ⓔ No cement shall be spread more than 300 feet beyond the mixing operation unless approved by the Owner's Engineer.
- Ⓔ Mixing operations shall not extend more than 300 feet beyond the grading, shaping, and compaction operation. The soil material and the cement shall be mixed sufficiently to prevent cement balls from forming when water is added.
- Ⓔ The mixing process shall be accomplished with the same machine used for pulverizing unless otherwise approved by the Owner's Engineer. Mixing shall be continuous until the mixture is a uniform color and at the required moisture content throughout.
- Ⓔ Cement spreading, water application, and mixing and compaction shall be continuous and shall be completed in daylight.
- Ⓔ No cement spreading shall occur during high winds or inclement weather (rain, snow, sleet, etc.) as determined by the Owner's Engineer.
- Ⓔ Cement application, mixing, spreading, compacting, and finishing in any one section shall be continuous and shall be completed within 3 hours from the start of mixing. Any cement-treated base mixture that has not been compacted shall not be left without processing for longer than 30 minutes.
- Ⓔ The compacted mixture shall not be traveled on except for crushed surfacing placement for at least 3 days after treatment to allow for finish curing.

Compacting Pulverized Subgrade

At the start of compaction, the percent moisture shall be within 3 percent of the specified optimum moisture content. The optimum moisture content and maximum density shall be determined by mixture trials of the mixed material performed by the Owner's testing agency. The surface shall be kept uniformly moist during compaction and until the crushed surfacing base course section or an approved curing membrane is placed.

When the initial compaction is near completion, the surface of the cement-treated mix shall be shaped to the required grades. The surface must be roughened to remove any tire imprints or irregular surfaces and compaction continued until a uniform and 95 percent of maximum density is obtained in reference to ASTM D 558. The mixed material shall be shaped by a road grader during and after compaction to within 0.1-foot tolerance. The finished subgrade surface shall be smooth, dense, and free of compaction planes, cracks, ridges, or loose materials. Where cement is applied to the pulverized mixture, do not allow traffic beyond crushed surfacing placement for at least 3 days to allow for curing.

Structural Fill Criteria

Structural fill is approved soil or aggregate, placed and compacted for alignment grading, backfilling, and other construction applications. Construct all structural fill for the Steptoe Butte State Park roadway alignment by placing and compacting approved materials according to WSDOT Standards and those listed in Table 5. Site soil or rock material that does not contain vegetation or organics is suitable for use as general structural fill provided it meets the requirements in Table 5.

Table 5. Structural Fill Specifications and Allowable Soil Uses

Structural Fill Product	Allowable Use	Material Specifications
General Structural Fill (SF-1)	<ul style="list-style-type: none"> • Grading exterior to the road alignment and new embankment construction greater than 1.5-feet below the pavement section 	<ul style="list-style-type: none"> • Soil meeting requirements stated in <i>Section 9-03.14(3) – Common Borrow</i> of WSDOT Standards¹ • Soil consisting of inert earth materials with less than 3 percent organics • Free of deleterious substances (wood, metal, plastic, waste, etc.) • Soil classified as A-1 or A-3 in AASHTO Standard Specification M-145
Granular Structural Fill (SF-2)	<ul style="list-style-type: none"> • Sub-subgrading • Backfilling over-excavations • SF-1 applications 	<ul style="list-style-type: none"> • Soil meeting requirements stated in <i>Section 9-03.14(2) – Select Borrow</i> of WSDOT Standards¹ • Maximum 6-inch particle size
Pulverized Subgrade (PS-1)	<ul style="list-style-type: none"> • Subgrade resulting from pulverizing and mixing existing asphalt, base aggregate, and soil to the specified depths 	<ul style="list-style-type: none"> • Maximum 3-inch particle size • Well graded mixture of materials encountered to the specified depths. • Cement additive as specified by the plans and specifications.
Crushed Surfacing (CS-1)	<ul style="list-style-type: none"> • Pavement support aggregate • SF-1 and SF-2 applications • Structural fill within 1.5-feet of roadway section 	<ul style="list-style-type: none"> • Soil meeting <i>Section 9-03.9(3) – Crushed Surfacing</i> of WSDOT Standards¹ • Maximum 5/8inch particle size for crushed surfacing top course. • Crushed surfacing base course is not suitable for use as pavement section support due to the limited thickness planned.
Pipe Bedding (PB)	<ul style="list-style-type: none"> • Culvert bedding within 0.5-feet of the pipe invert and 1.0-foot over the pipe 	<ul style="list-style-type: none"> • Soil meeting requirements stated in <i>Section 9-03.12(3) – Gravel Backfill for Pipe Zone Bedding</i> in the WSDOT Standards¹

1. WSDOT Standard Specifications for Road, Bridge and Municipal Construction, 2020

Place structural fill only over subgrades approved by the project geotechnical engineer retained for construction. Never place structural fill over frozen, saturated, or soft subgrades or subgrades not reviewed and approved by the geotechnical engineer retained for construction. Structural fill products must be moisture conditioned to near optimum moisture content and placed in maximum 1-foot-thick, loose lifts. This lift thickness requires compaction equipment weighing at least 10 tons. If smaller or lighter compaction equipment is used, reduce the lift thickness to meet the compaction requirements presented in Table 6.

Table 6. Compaction Requirements

Structural Fill Location	Compaction Requirement ¹
Subgrades in new sidewalk, curb, asphalt, or structural fill areas	92%
Pulverized and mixed asphalt subgrades prior to applying roadway pavement section	95%
All fill placed within 2 feet of pavement sections, such as utility trench backfill or over-excavations	95%

1. As related to Modified Proctor test results (also reference compaction documentation for pulverized or ASTM D 558 for cement treated subgrades).
2. Soil too coarse or containing asphalt is generally not suitable for nuclear densometer testing. These materials shall be observed on a full-time basis by the geotechnical engineer or their representatives retained as outlined in the *Coarse Soil Compaction* report section.

The compaction schedule in Table 6 requires responsive and accurate construction survey staking to allow the contractor and material testing personnel to clearly identify fill placement elevations and document embankment compaction requirements have been met throughout the alignment.

Coarse Soil Compaction

Any material with greater than 30 percent retained above the ¾-inch sieve is too coarse for Proctor density testing. Additionally, pulverized mixtures with asphalt and cement can be difficult to test accurately with a nuclear densometer. Structural fill of this type is likely to be used in the alignment subgrade. Coarse granular structural fill products are often known locally as “pit-run” or “shot-rock.” Such coarse material may be used as *Common Borrow* or *Select Borrow* provided the material meets the requirements in Table 3. Compact coarse fill or pulverized mixtures with asphalt and/or cement using a “method specification” developed during construction, based on the material characteristics and the contractor’s means and methods. A method specification exists in *Section 2-03.3(14) Rock Embankment Construction* of the latest edition of the WSDOT Standards. It is common that method specifications are developed during construction, specific to the materials and conditions encountered. At a minimum, GPI recommends coarse granular fill be placed in maximum 1.5-foot-thick lifts and compacted with 5 complete passes of a 10-ton, vibratory or grid roller. Vibratory rollers must have a dynamic force of at least 30,000 pounds per impact per vibration, and at least 1,000 vibrations per minute. Coarse fill and pulverized mixtures must be compacted to a dense, interlocking, and unyielding surface. The geotechnical engineer retained for construction shall review the soil and aggregate material planned for fill use and monitor compaction effort full time during construction.

Earthwork Seasonality/Wet Weather Considerations

Portions of the alignment soil are susceptible to pumping or rutting from heavy loads such as rubber-tired equipment or vehicles any time of the year. When construction is attempted before soil can dry or

immediately after seasonal precipitation (November through May), earthwork at the subgrade elevation should be carefully planned. It is the contractor’s responsibility to protect the soil, especially the subgrade from degrading under construction traffic, freezing and/or wet weather. This will be critical to transporting construction materials such as crushed surfacing and asphalt pavement on exposed subgrades. The condition of the subgrade and careful construction procedures are critical to long-term pavement performance. Subgrading before June often realizes rework and over-excavations to remediate soil exposed to seasonal wet weather and before the subgrade is allowed to dry. The cement applications described in this report will help reduce, but not eliminate this potential, which ultimately can lead to additional costs, rework and construction delays.

Corrosion Potential

Corrosion of buried metallic utilities is an electrochemical process and is dependent on many factors, including type of metal or alloy, galvanic effects, and soil properties such as resistivity, pH, and oxygen content. Generally, soil that has low resistivity and low pH is more corrosive than soil with high resistivity and neutral pH. Laboratory results from resistivity, sulfates, and pH testing are presented in Table 7.

Table 7. Resistivity, Sulfates, and pH Laboratory Test Results

Boring and Sample Depth (feet BGS)	pH	Sulfates (ppm)	Resistivity (ohm-cm)
B-20076A-10 @ 1.0- to 2.5-feet	6.6	4.2	7,690
B-20076A-2 @ 0.0- to 1.5-feet	7.1	7.5	10,000

The above results indicate the soil pH near 7.0, which suggests mild corrosion potential for metallic utilities or structures. Resistivity can be related to corrosion potential as presented in Table 8, which is adapted from the U.S. Department of Transportation (USDOT) Federal Highway Administration (FHWA) Publication No. FHWA-NHI-09-087. Based on our laboratory results on soil samples near subgrade elevations, we anticipate the site soil will present a mildly corrosive environment and corrosion should be considered in reinforcing steel spacing. Whenever possible, place steel with maximum clearances established through structural design. Based on these corrosion parameters, special cathodic protection, or other methods of corrosion protection for buried structures could slightly extend their practical useful life.

Table 8. Effect of Resistivity on Corrosion

Resistivity Range (ohm-cm)	Corrosion Potential
<700	Very Corrosive
700 – 2,000	Corrosive
2,000 – 5,000	Moderately Corrosive
5,000 – 10,000	Mildly Corrosive
> 10,000	Non-Corrosive

Soluble sulfates in soil, when at high enough levels, can cause decomposition in the microstructure of cement, precluding normal chemical reactions in the cement compound and reducing strength. Typically, soil with soluble sulfate levels less than 3,000 ppm are considered low risk. The total sulfate content of the on-site soil is very low indicating that it is not likely to cause degradation of regular Type

I/II cement. It is our opinion that sulfate-resisting cement will not add significant value or performance improvement to this project.

Geosynthetics

Geosynthetics are required for new pavement construction and for Sub-Subgrading applications. Geosynthetic separation fabric (i.e. geotextile fabric) helps separate soil from aggregate and improves filtration for subsurface drainage features and is required for this project. Geosynthetic reinforcement (i.e. geogrid) can help improve persistently soft subgrades encountered during construction. Where utilized for any project aspect, geosynthetics shall meet the minimum requirements in Table 9.

Table 9. Geosynthetic Requirements

Geosynthetic Type	Potential Use	Minimum Material Specifications
Non-woven Geotextile	<ul style="list-style-type: none"> • Subgrade separation 	<ul style="list-style-type: none"> • Grab tensile strength: 160 pounds (ASTM D4632) • Puncture resistance: 310 pounds (ASTM D6241) • Permittivity: 0.2 seconds⁻¹ (ASTM D4491) • Generally conforming to WSDOT Standards Section 9-33.2(1) Table 3 for Subgrade Separation
Triaxial or Biaxial Geogrid	<ul style="list-style-type: none"> • Construction access roads • Persistent soft subgrade conditions • Settlement over-excavations 	<ul style="list-style-type: none"> • 93 percent junction efficiency (GRI-GG2-05) • 0.65 m-N/degree Aperture Stability • Ultimate Tensile Strength of 1,310 lb/ft • Flexural Stiffness of 750,000 mg-cm

Apply geosynthetics directly on approved subgrades, taut, free of wrinkles, and over-lapped at least 1 foot. All geotextile applications shall be established at least 1 foot below the existing roadway elevation to preclude damage due to pulverization processes. Consult GPI to review geosynthetic applications or other subgrade improvement alternatives.

Compaction Documentation

Successful earthwork activities are important to the project’s long-term performance. Retaining experienced earthwork contractors is the first step in having confidence that earthwork will be performed in reference to this report’s requirements. Providing the necessary testing and engineering verification of earthwork activities is the second step. The criterion below outlines the minimum testing and observation frequencies to implement during earthwork and foundation construction.

1. Sub-subgrades exposed prior to fill placement: The geotechnical engineer retained for construction shall review subgrades exposed after demolishing existing surface features and evaluate the exposed subgrade and soft areas or undocumented fill deposits prior to fill placement. One nuclear density test every 100 linear feet (lf) or 4 tests per exposed subgrade area, prior to fill placement. Soil too coarse for nuclear density testing shall be observed by the geotechnical engineer retained for construction using the method specification outlined in the *Coarse Soil Compaction* report section. The geotechnical engineer shall observe the placement of geotextile fabrics on approved sub-subgrades.

2. Pulverized and/or cement-treated subgrade: The geotechnical engineer retained for construction or their representative shall visually observe the test compaction efforts for pulverized subgrades. Field density shall be determined by nuclear method in direct transmission mode. One compaction test every 100 lf of roadway, each lane.
3. Structural Fill, Utility/Culvert Backfill, & Crushed Surfacing: 1 compaction test each lift and every 50-feet or every 100 lf of roadway, each lane, and each material. Minimum of 3 tests per lift.
4. Asphalt Pavement: 1 compaction test every 100 lf per paving lift, minimum 3 tests per testing event. One laboratory test suite on a bulk sample of hot asphalt mix per each day's paving, including oil content, gradation, and maximum theoretical (RICE) specific gravity.

Site Drainage

To facilitate drainage, remove excess soil, loose rock, vegetation, and debris from the existing drainage ditches. Inspect existing culverts and remove any vegetation, soil, or other obstructions to allow conveyance of water through the culvert. GPI recommends placing new culverts in failed areas, as shown on Plates 1A-1D. Substantial new impervious areas are not planned as part of the roadway improvements. Existing drainage channels have performed relatively well and are expected to be relied on for stormwater conveyance and infiltration without substantial improvement. The subgrade soil along the alignment is generally silt with varying amounts of sand and gravel. Lower portions of the roadway have a moderate clay component. Historically, these soil profiles do not allow for substantial infiltration and where water is concentrated, the erosion potential increases. Therefore, it is important that culverts have an outfall splash pad sufficiently designed for the volume, velocity and fall height for each culvert configuration established by KPFF.

We recommend that where possible, the roadway be sloped inboard to direct runoff to ditches that direct to controlled outfalls. Having a consistent cross slope can also economize paving in a single pass, reducing joints that have lower density and are prone to raveling. Where new parking or trails are asphalt paved, configure grades to slope towards grass bio-infiltration areas sized for the design storm and relying on limited infiltration (<1 inch per day). Drywells are functionally ineffective in the anticipated soil profile.

Opinion of Probable Cost

GPI solicited probable cost estimates regarding several components of the planned construction. We relied on local material and construction contractors that have familiarity of the type, scope, and size of the work contemplated. We assumed that the project will be administered under a prevailing wage contract and used estimates of the roadway length, width and other volumes for the work anticipated. These assumptions are delineated in Table 10. The project basis is a 4.3-mile length of 18-foot-wide roadway, which equates to 408,672 square feet or 45,408 square yards. Additional paved area will result from ancillary trails and parking areas incorporated into the project concept. The proprietary budgets provided by various contractors have been provided to KPFF but are not included in this report. We do not recommend those estimates are included in the construction documents.

Pulverizing existing materials in place has the least cost (approximately \$0.72 per square yard) but does not increase the subgrade modulus. Pulverizing and mixing in cement (CRAB) to either 6 or 8 inches carries an estimated \$125,000 to \$160,000 premium (approximately \$2.70 to \$3.51 per square yard).

Table 10. Opinions of Probable Construction Cost

Cost Per Lane Mile	Cost Per Mile	Cost Per SY	Average Net Cost	Notes
<i>Option 1: Pulverize 8-inch depth and blend subgrade, base, and BST; apply 4-inches of CSTC, grade, and pave 2-inches HMA mat with shoulder grading</i>				
\$108,073.58	\$216,147.16	\$20.47	\$929,432.80	Pulverization cost is \$37,193.76. Increase to 2.5" HMA mat = \$130,000 premium.
<i>Option 2: Pulverize 6-inch depth and blend subgrade, base, and BST with 4% by weight dry cement; apply 4-inches of CSTC, grade, and pave 2-inches HMA mat with shoulder grading</i>				
\$123,290.29	\$246,580.58	\$23.35	\$1,060,296.48	Pulverization cost is \$128,101.60. Increase to 2.5" HMA mat = \$130,000 premium.
<i>Option 3: Pulverize 8-inch depth and blend subgrade, base, and BST with 4% by weight dry cement; apply 4-inch of CSTC, grade, and pave 2-inch HMA mat with shoulder grading</i>				
\$126,677.50	\$253,355.00	\$23.99	\$1,089,426.48	Pulverization cost is \$164,882.08. Increase to 2.5" HMA mat = \$130,000 premium.

In addition to the above costs for pulverization, shaping, grading, crushed surfacing, and asphalt placement, GPI conversed with a local drilling and blasting company. Drilling and blasting may be required to cut bedrock near the summit lower parking lot for expanded parking and turn around areas. By rough estimates, an area measuring 120 by 60 feet and averaging 10 feet deep may require drilling and blasting. This equates to approximately 2,500 to 2,800 cubic yards of in place rock. The driller postulated tighter than normal drill hole spacing and estimated approximately \$30,000 to drill and blast this rock mass without vibration monitoring, blast blankets or any special provisions other than road closure. From local suppliers, manipulating and placing this material as structural fill will have a \$35 to \$45 per cubic yard cost.

We recommend all opinions of probable cost outlined in this report be evaluated closely. The only true assessment of cost is to complete construction documents and bid the project in the current market at the time of bid. We further recommend that KPFF and The Washington State Parks Department apply a minimum 10 percent contingency on all quantity and cost estimates to account for market variability and the fact that design is not complete. There may be changes in the design and ultimately construction concept that drastically impact these costs.

EVALUATION LIMITATIONS

GPI prepared this report to assist KPFF with developing plans and specifications for constructing the Steptoe Butte State Park roadway improvements in Whitman County, Washington. GPI's scope of services presented herein does not include civil or structural design, stormwater management or erosion control design, developing project plans or specifications, environmental site assessment, hazardous substance evaluation, or interacting with agencies or entities other than KPFF. Neither does our scope include performing life cycle cost analysis commensurate with WSDOT or FHWA standards.

Soil boring exploration allows observation of only a small portion of the site's subsurface conditions. Subsurface variations may exist between exploration locations. Such variations may not be apparent until construction. Specifically, localized undocumented fill deposits and utility lines will be encountered in various locations throughout the alignment. The extent, composition and condition of these features will vary across the roadway profile. Subgrade variations may impact the opinions and recommendations presented in this report, as well as construction timing and costs. Notify GPI immediately if subsurface conditions vary from those described herein. Once notified, we will make necessary revisions to our recommendations, and assist KPFF with evaluating necessary construction or design changes.

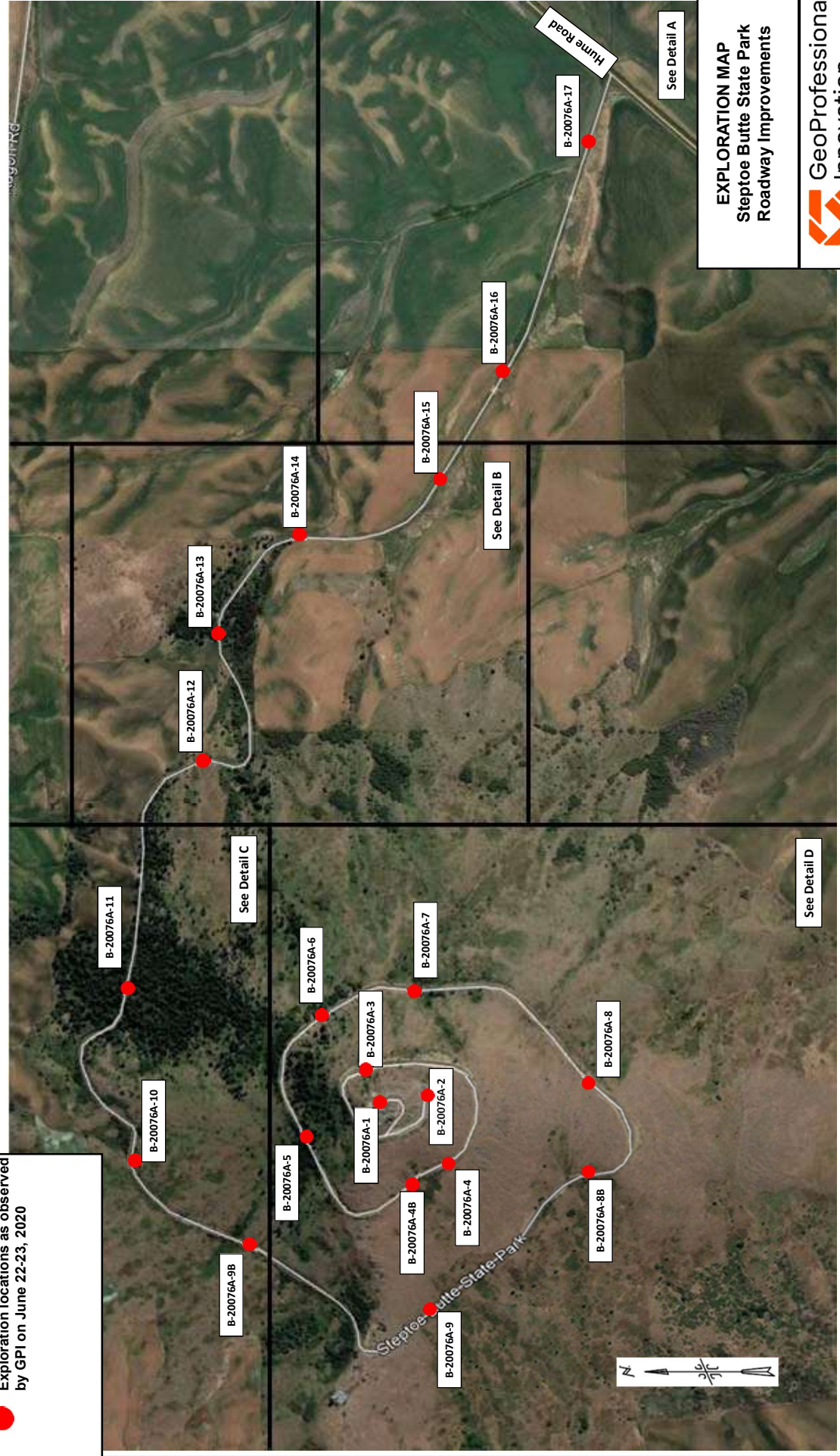
This report was prepared for the exclusive use of KPFF and their other design team members, for the specific project referenced herein. GPI cannot be held responsible for unauthorized duplication or reliance upon this report or its contents without written authorization. The geotechnical recommendations provided herein are based on the premise that an adequate program of tests and observations will be conducted by GPI during construction in order to verify compliance with our recommendations and to confirm conditions between exploration locations. This acknowledgment is in lieu of all warranties either express or implied.

The following plates accompany this report:


- Plate 1: Exploration Map
- Plate 1A-1D: Exploration Map Details
- Appendix A: Unified Soil Classification System (USCS) and Exploration Logs
- Appendix B: Laboratory Test Results

LEGEND

● Exploration locations as observed by GPI on June 22-23, 2020



EXPLORATION MAP
Steptoe Butte State Park
Roadway Improvements

 GeoProfessional
Innovation

PU20076A	PLATE 1
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Reference: Google Earth 2020. No Scale Intended

LEGEND

- Exploration location as observed by GPI on June 22-23, 2020
- (2.2) Distance from Hume Road intersection (miles)



EXPLORATION MAP – Detail A
Step toe Butte State Park
Roadway Improvements

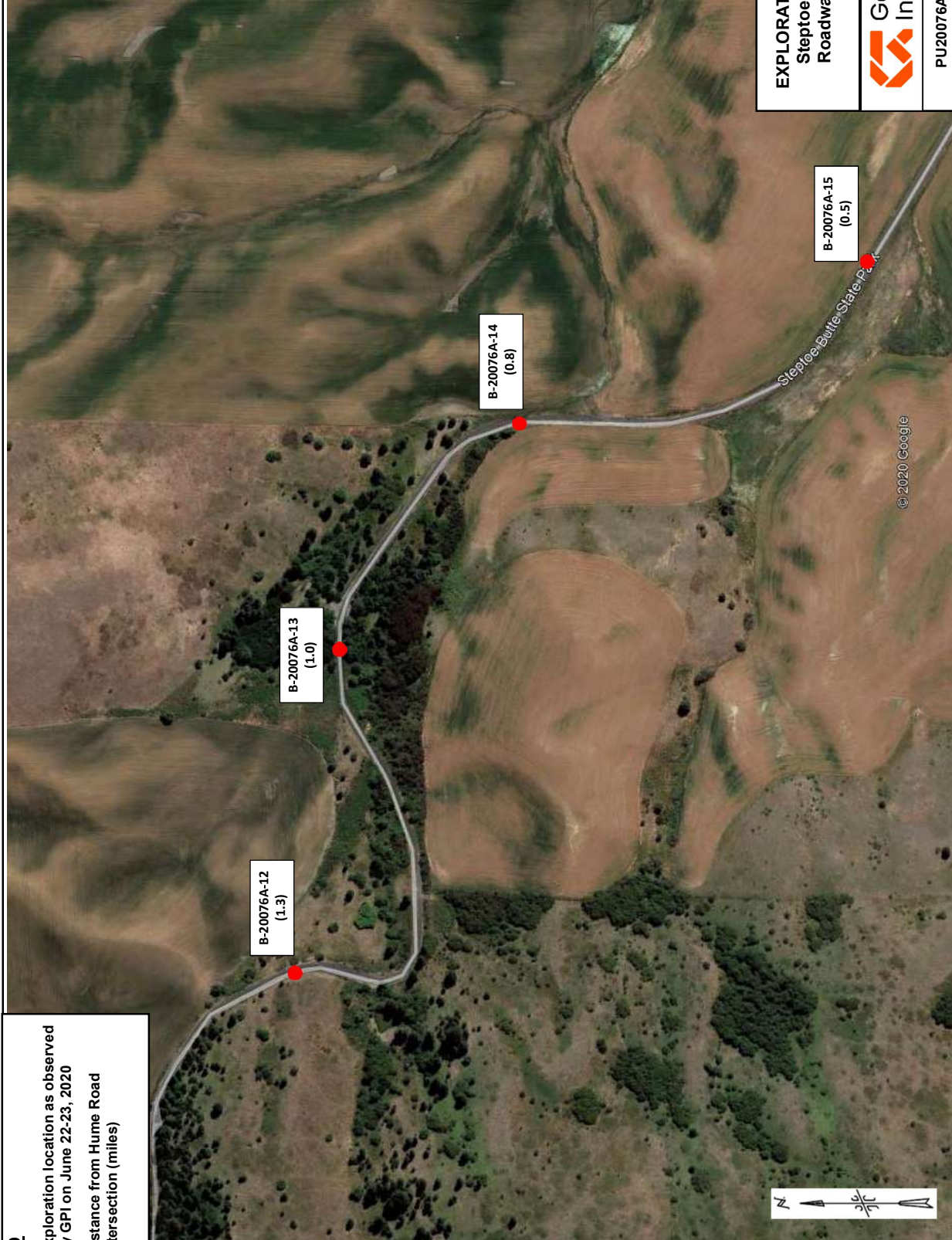
 **GeoProfessional
Innovation.**

PU20076A	PLATE 1A
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Reference: Google Earth 2020. No Scale Intended

LEGEND

- Exploration location as observed
By GPI on June 22-23, 2020
- (2.2) Distance from Hume Road
intersection (miles)



EXPLORATION MAP - Detail B
Steptoe Butte State Park
Roadway Improvements

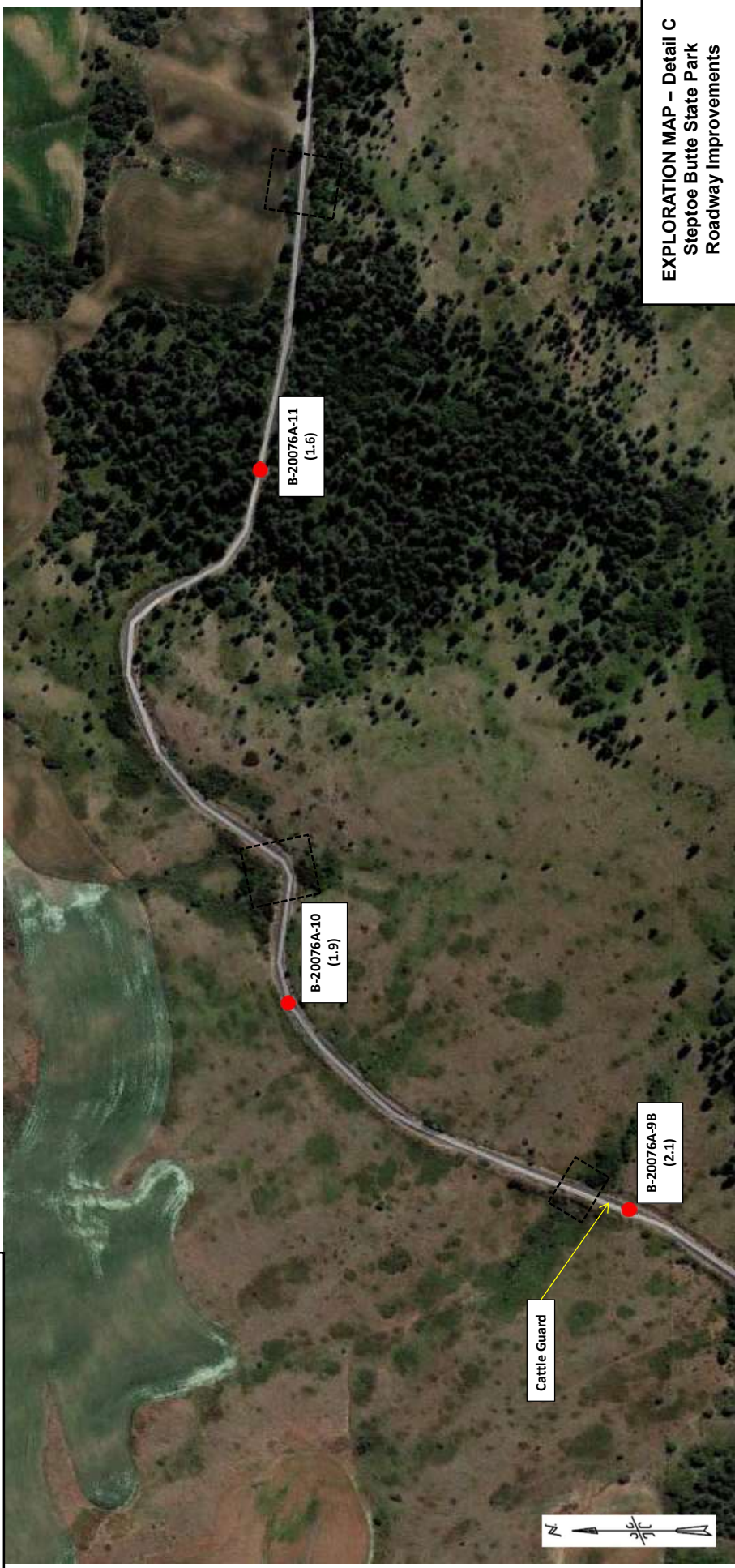


PU20076A PLATE 1B

Reference: Google Earth 2020. No Scale Intended

LEGEND

- Exploration location as observed by GPI on June 22-23, 2020
- Distance from Hume Road intersection (miles)



EXPLORATION MAP – Detail C
Step toe Butte State Park
Roadway Improvements



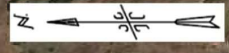
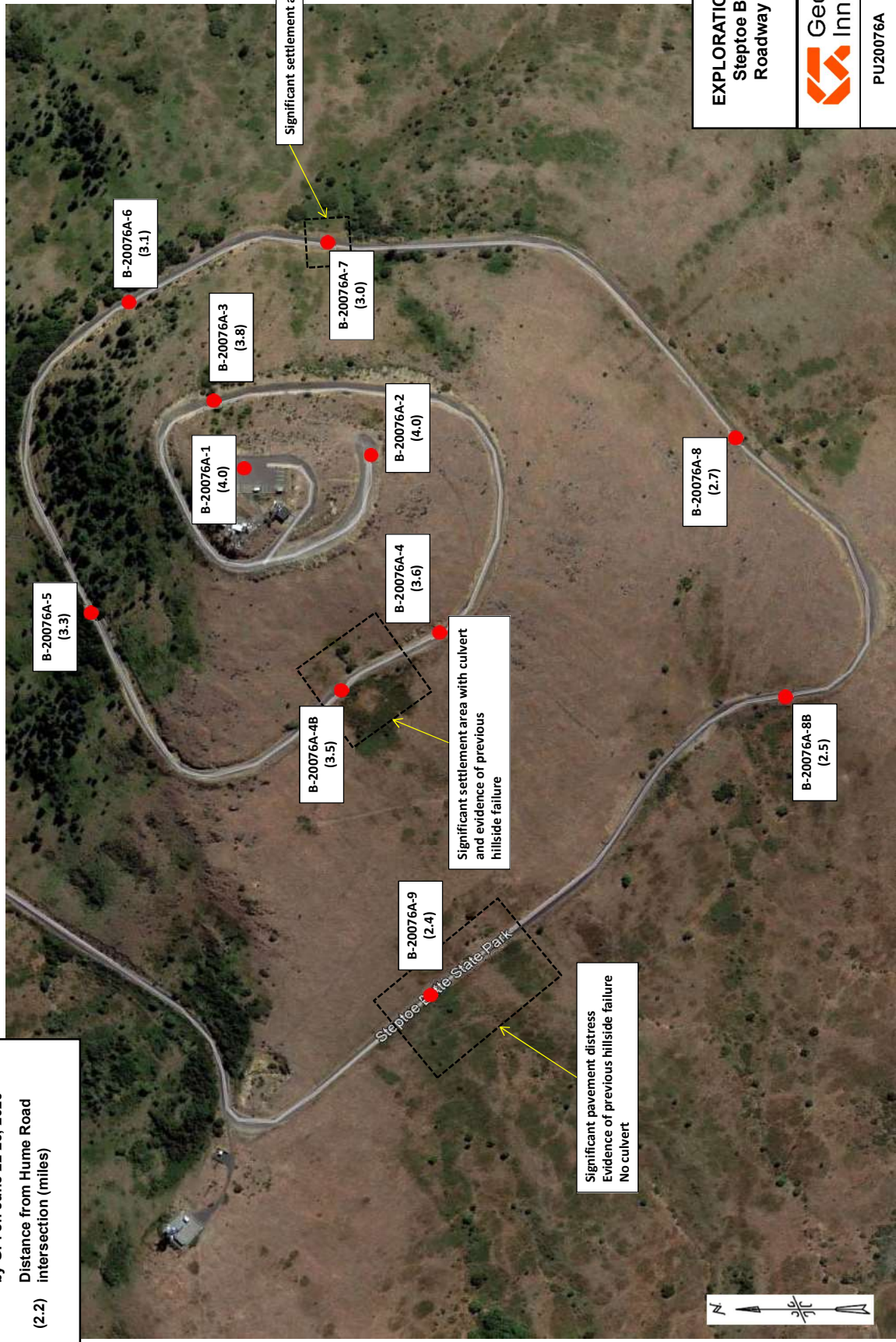
PU20076A

PLATE 1C

Reference: Google Earth 2020. No Scale Intended

LEGEND

- Exploration location as observed by GPI on June 22-23, 2020
- Distance from Hume Road intersection (miles)



EXPLORATION MAP – Detail D
 Step toe Butte State Park
 Roadway Improvements

GeoProfessional Innovation.

PU20076A	PLATE 1D
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Reference: Google Earth 2020. No Scale Intended

APPENDIX A

Unified Soil Classification System (USCS) Exploration Logs

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GRAPHIC SYMBOL	GROUP SYMBOL	TYPICAL NAMES
COARSE GRAINED SOIL	GRAVEL	CLEAN GRAVEL		GW	WELL-GRADED GRAVEL, GRAVEL-SAND MIXTURES.
		GRAVEL WITH FINES		GP	POORLY-GRADED GRAVEL, GRAVEL-SAND MIXTURES.
				GM	SILTY GRAVEL, GRAVEL-SAND-SILT MIXTURES.
	SAND	CLEAN SAND		SW	WELL-GRADED SAND, GRAVELLY SAND.
				SP	POORLY-GRADED SAND, GRAVELLY SAND.
		SAND WITH FINES		SM	SILTY SAND, SAND-SILT MIXTURES.
			SC	CLAYEY SAND, SAND-CLAY MIXTURES.	
FINE GRAINED SOIL	SILT AND CLAY LIQUID LIMIT LESS THAN 50%			ML	INORGANIC SILT, SANDY OR CLAYEY SILT.
				CL	INORGANIC CLAY OF LOW TO MEDIUM PLASTICITY, SANDY OR SILTY CLAY.
				CL-ML	INORGANIC MIXED CLAY AND SILT.
				OL	ORGANIC SILT AND CLAY OF LOW PLASTICITY.
	SILT AND CLAY LIQUID LIMIT GREATER THAN 50%			MH	INORGANIC SILT, MICA-CEOUS SILT, PLASTIC SILT.
				CH	INORGANIC CLAY OF HIGH PLASTICITY, FAT CLAY.
				OH	ORGANIC CLAY OF MEDIUM TO HIGH PLASTICITY.
				PT	PEAT, MUCK AND OTHER HIGHLY ORGANIC SOILS.

BORING LOG SYMBOLS

STANDARD 2 INCH OD SPLIT SPOON SAMPLE



CALIFORNIA MODIFIED 3 INCH OD SPLIT SPOON SAMPLE



ROCK CORE



SHELBY TUBE 3 INCH OD UNDISTURBED SAMPLE



TEST PIT LOG SYMBOLS

GRAB BAG SAMPLE



BULK SAMPLE



RING SAMPLE



GROUNDWATER SYMBOLS

GROUNDWATER AFTER 24 HOURS



GROUNDWATER AT TIME OF EXPLORATION



GROUNDWATER AT THE END OF EXPLORATION



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GP BORING - STRATA.GDT - 7/16/20 15:56 - V:\ENGINEERING\GINT FILES\2020\200622_PU20076 - STEPTOE BUTTE.GPJ

USCS Description	Depth (ft)	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT N	Dry Density (pcf)	TEST RESULTS				Remarks
							Pocket Penetrometer, TSF ▲ 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5				
							SPT, N-Value ●				
							% Passing No. 200 Sieve ★				
							PL	MC	LL		
20	40	60	80								
ASPHALT PAVEMENT (1.5")	0										
(RX) WEATHERED QUARTZITE, highly to moderately weathered, extremely decomposed, tannish white, very dense	0 to 4	RX	BK								
				50/5.0"	50+				50+		
									50+		

Borehole Terminated at 4.0 Feet.

50/0.0" 50+

Boring terminated due to refusal on rock. Boring was backfilled with site soil and received an asphalt patch.

Client: Kpff Consulting Engineers

Boring Number: B-20076-1

Project: Steptoe Butte Roadway

Date Drilled: 06-22-2020

Drill Rig: G2400

Borehole Diameter: 5"

Depth to Groundwater: N.E.

Logged By: AMC



EXPLORATORY BORING LOG

GP BORING - STRATA.GDT - 7/16/20 15:56 - V:\ENGINEERING\GINT FILES\2020\200622_PU20076 - STEPTOE BUTTE.GPJ

USCS Description	Depth (ft)	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT N	Dry Density (pcf)	TEST RESULTS				Remarks
							Pocket Penetrometer, TSF ▲ 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5				
							SPT, N-Value ●				
							% Passing No. 200 Sieve ★				
							PL	MC	LL		
20	40	60	80								
ASPHALT PAVEMENT (0.5")	0										
EMBANKMENT FILL - SILTY SAND WITH GRAVEL, (SM) tannish orange to white, dense, moist	0.5 - 3.5	●	BK								
	3.5			3	50+			50+			
	4.0							50+			

Borehole Terminated at 4.0 Feet.

50/0.0" 50+

Boring was terminated due to refusal on rock. Boring was backfilled with site soil and received an asphalt patch.

Client: Kpff Consulting Engineers	Boring Number: B-20076-2
Project: Steptoe Butte Roadway	Date Drilled: 06-22-2020
Drill Rig: G2400	Borehole Diameter: 5"
Depth to Groundwater: N.E.	Logged By: AMC



EXPLORATORY BORING LOG

GP BORING - STRATA.GDT - 7/16/20 15:56 - V:\ENGINEERING\GINT FILES\2020\200622_PU20076 - STEPTOE BUTTE.GPJ

USCS Description	Depth (ft)	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT N	Dry Density (pcf)	TEST RESULTS			Remarks
							Pocket Penetrometer, TSF ▲ 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5			
							SPT, N-Value ●			
							% Passing No. 200 Sieve ★			
							PL	MC	LL	
	20	40	60	80						
ASPHALT PAVEMENT (1.0")	0.0									
(RX) WEATHERED QUARTZITE, highly to moderately weathered, tannish white and orange, dense	0.0 - 5.0		RX	5 7 5	12					
	5.0			50/1.0"	50+					

Borehole Terminated at 5.1 Feet.

Boring terminated due to refusal on rock. Boring backfilled with site soil and received an asphalt patch.

Client: Kpff Consulting Engineers

Boring Number: B-20076-3

Project: Steptoe Butte Roadway

Date Drilled: 06-22-2020

Drill Rig: G2400

Borehole Diameter: 5"

Depth to Groundwater: N.E.

Logged By: AMC



EXPLORATORY BORING LOG

USCS Description	Depth (ft)	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT N	Dry Density (pcf)	TEST RESULTS			Remarks
							Pocket Penetrometer, TSF ▲ 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5			
							SPT, N-Value ●			
							% Passing No. 200 Sieve ★ PL MC LL 20 40 60 80			
ASPHALT PAVEMENT (1.5")	0.0									
EMBANKMENT FILL - SILTY SAND WITH GRAVEL, (SM) tannish orange to white, loose to medium dense, moist		SM								
RESIDUUM - SILT WITH SAND, (ML) dark brown, loose to medium dense, moist		ML								
(RX) WEATHERED QUARTZITE, highly to moderately weathered, tannish white with orange staining	2.5			13 15 9	24					
	5.0			13 50/5.0"	50+					
	7.5									
	10.0			12 22 24	46					

Borehole Terminated at 11.5 Feet.

Boring backfilled with site soil and received an asphalt patch.

Client: Kpff Consulting Engineers

Boring Number: B-20076-4

Project: Steptoe Butte Roadway

Date Drilled: 06-22-2020

Drill Rig: G2400

Borehole Diameter: 5"

Depth to Groundwater: N.E.

Logged By: AMC



EXPLORATORY BORING LOG

USCS Description	Depth (ft)	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT N	Dry Density (pcf)	TEST RESULTS			Remarks
							Pocket Penetrometer, TSF ▲ 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5			
							SPT, N-Value ●			
							% Passing No. 200 Sieve ★ PL MC LL 20 40 60 80			
ASPHALT PAVEMENT (1.0)	0									
EMBANKMENT FILL - SILTY SAND WITH GRAVEL, (SM) tannish orange to white, loose to medium dense, moist	3	SM	-	3	8		6.5			
	5			5						
RESIDUUM - SILT WITH SAND, (ML) dark brown, loose to medium dense, moist to wet	7	ML	-	3	7					
	10			4						
(RX) WEATHERED QUARTZITE, highly to moderately weathered, highly fractured, tannish white with orange staining and pink	13	RX	-	4	10	125.1		22 31	★	
	15			4						
Borehole Terminated at 21.5 Feet.	17			4	16					
	20			5						
	21			7	21					

Boring was backfilled with bentonite and received an asphalt patch.

GPI BORING - STRATA.GDT - 7/16/20 15:56 - V:\ENGINEERING\GINT FILES\2020\200622_PU20076 - STEPTOE BUTTE.GPJ

Client: Kpff Consulting Engineers	Boring Number: B-20076-4B
Project: Steptoe Butte Roadway	Date Drilled: 06-22-2020
Drill Rig: G2400	Borehole Diameter: 5"
Depth to Groundwater: N.E.	Logged By: AMC



EXPLORATORY BORING LOG

USCS Description	Depth (ft)	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT N	Dry Density (pcf)	TEST RESULTS			Remarks
							Pocket Penetrometer, TSF ▲ 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5			
							SPT, N-Value ●			
							% Passing No. 200 Sieve ★			
							PL	MC	LL	
	20	40	60	80						
ASPHALT PAVEMENT (1.3")	0									
EMBANKMENT FILL - SILTY SAND WITH GRAVEL, (SM) tannish orange to white, medium dense, moist to wet	0 - 5	SM		9 12 14	26					
RESIDUUM - SILT WITH SAND, (ML) dark brown, loose to medium dense, moist to wet	5 - 10	ML		3 4 4	8		14.6			
(RX) WEATHERED QUARTZITE, highly to moderately weathered, highly fractured, tannish white with orange staining and pink	10 - 15	RX		9 11 14	25					
	15			50/5.0"	50+					

Borehole Terminated at 15.5 Feet.

Boring was terminated due to refusal on rock. Boring was backfilled with bentonite and received an asphalt patch.

GPI BORING - STRATA.GDT - 7/16/20 15:56 - V:\ENGINEERING\GINT FILES\2020\200622_PU20076 - STEPTOE BUTTE.GPJ

Client: Kpff Consulting Engineers	Boring Number: B-20076-5
Project: Steptoe Butte Roadway	Date Drilled: 06-22-2020
Drill Rig: G2400	Borehole Diameter: 5"
Depth to Groundwater: N.E.	Logged By: AMC



EXPLORATORY BORING LOG

GP BORING - STRATA.GDT - 7/16/20 15:56 - V:\ENGINEERING\GINT FILES\2020\200622_PU20076 - STEPTOE BUTTE.GPJ

USCS Description	Depth (ft)	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT N	Dry Density (pcf)	TEST RESULTS				Remarks
							Pocket Penetrometer, TSF ▲ 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5				
							SPT, N-Value ●				
							% Passing No. 200 Sieve ★				
							PL	MC	LL		
20	40	60	80								
ASPHALT PAVEMENT (0.75")	0.0										
RESIDUUM - SILT WITH SAND, (ML) dark brown, loose to medium dense, slightly moist											
	2.5	ML		7 5 6	11						
	5.0										
(RX) WEATHERED QUARTZITE, highly to moderately weathered, highly fractured, tannish white with orange staining and pink		RX		50/4.0"	50+						

Borehole Terminated at 5.5 Feet.

Boring terminated due to refusal on rock. Boring was backfilled with site soil and received an asphalt patch.

Client: Kpff Consulting Engineers	Boring Number: B-20076-6
Project: Steptoe Butte Roadway	Date Drilled: 06-22-2020
Drill Rig: G2400	Borehole Diameter: 5"
Depth to Groundwater: N.E.	Logged By: AMC



EXPLORATORY BORING LOG

GPI BORING - STRATA.GDT - 7/16/20 15:56 - V:\ENGINEERING\GINT FILES\2020\200622_PU20076 - STEPTOE BUTTE.GPJ

USCS Description	Depth (ft)	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT N	Dry Density (pcf)	TEST RESULTS			Remarks
							Pocket Penetrometer, TSF ▲ 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5			
							SPT, N-Value ●			
							% Passing No. 200 Sieve ★ PL MC LL 20 40 60 80			
ASPHALT PAVEMENT (4.0", multiple layers)	0									
EMBANKMENT FILL - SILTY SAND WITH TRACE GRAVEL, (SM) reddish brown, loose to medium dense, moist	0	[Symbol: Orange dots in a column]	BK							
	2									
	3									
RESIDUUM - SILT WITH SAND, (ML) dark brown	4	[Symbol: Orange dots in a column]	SM	2	3	6				
	5									
RESIDUUM - SILT WITH SAND, (ML) dark brown	4	[Symbol: Orange dots in a column]	SM	4	5	9				
	5									
	4									
RESIDUUM - SILT WITH SAND, (ML) dark brown	10	[Symbol: Orange dots in a column]	ML	5	5	9				
	11									
RESIDUUM - SILT WITH SAND, (ML) dark brown	14	[Symbol: Orange dots in a column]	ML	6	6	10				
	15									
RESIDUUM - SILT WITH SAND, (ML) dark brown	19	[Symbol: Orange dots in a column]	ML	6	6	10				
	20									
(RX) WEATHERED QUARTZITE, highly to moderately weathered, highly fractured, tannish white with orange staining and pink	20	[Symbol: Hatched pattern]	RX	4	10	14				

Borehole Terminated at 21.5 Feet.

Boring was backfilled with bentonite and received an asphalt patch.

Client: Kpff Consulting Engineers	Boring Number: B-20076-7
Project: Steptoe Butte Roadway	Date Drilled: 06-22-2020
Drill Rig: G2400	Borehole Diameter: 5"
Depth to Groundwater: N.E.	Logged By: AMC



EXPLORATORY BORING LOG

GP BORING - STRATA.GDT - 7/16/20 15:56 - V:\ENGINEERING\GINT FILES\2020\200622_PU20076 - STEPTOE BUTTE.GPJ

USCS Description	Depth (ft)	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT N	Dry Density (pcf)	TEST RESULTS				Remarks	
							Pocket Penetrometer, TSF ▲ 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5					
							SPT, N-Value ●					
							% Passing No. 200 Sieve ★					
							PL	MC	LL			
20	40	60	80									
ASPHALT PAVEMENT (0.75")	0.0											
(RX) WEATHERED QUARTZITE, highly to moderately weathered, highly fractured, tannish white with orange staining and pink	0.0 - 5.0											
	2.5	RX		50/3.0"	50+							
	5.0			50/0.0"	50+							
Borehole Terminated at 5.0 Feet.												
												Boring terminated due to refusal on rock. Boring was backfilled with site soil and received an asphalt patch.

Client: Kpff Consulting Engineers	Boring Number: B-20076-8
Project: Steptoe Butte Roadway	Date Drilled: 06-22-2020
Drill Rig: G2400	Borehole Diameter: 5"
Depth to Groundwater: N.E.	Logged By: AMC



EXPLORATORY BORING LOG

GPI BORING - STRATA.GDT - 7/16/20 15:56 - V:\ENGINEERING\GINT FILES\2020\200622_PU20076 - STEPTOE BUTTE.GPJ

USCS Description	Depth (ft)	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT N	Dry Density (pcf)	TEST RESULTS			Remarks
							Pocket Penetrometer, TSF ▲ 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5			
							SPT, N-Value ●			
							% Passing No. 200 Sieve ★ PL MC LL 20 40 60 80			
ASPHALT PAVEMENT (1.0")	0									
EMBANKMENT FILL - SILTY SAND WITH TRACE GRAVEL, (SM) reddish brown, loose to medium dense, moist to wet		BK	BK	2	6					
				3						
		SM	BK	3	7					
				4						
	5									
	10			50/5.0"	50+					
RESIDUUM - SILT WITH SAND, (ML) dark brown, loose, moist to wet		ML	BK							
(RX) WEATHERED QUARTZITE, highly to moderately weathered, highly fractured, tannish white with orange staining and pink	15	RX	BK	5	23					
				8						
				15						

Borehole Terminated at 16.5 Feet.

Boring backfilled with bentonite and received an asphalt patch.

Client: Kpff Consulting Engineers	Boring Number: B-20076-8B
Project: Steptoe Butte Roadway	Date Drilled: 06-22-2020
Drill Rig: G2400	Borehole Diameter: 5"
Depth to Groundwater: N.E.	Logged By: AMC




EXPLORATORY BORING LOG

GPI BORING - STRATA.GDT - 7/16/20 15:56 - V:\ENGINEERING\GINT FILES\2020\200622_PU20076 - STEPTOE BUTTE.GPJ

USCS Description	Depth (ft)	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT N	Dry Density (pcf)	TEST RESULTS			Remarks
							Pocket Penetrometer, TSF ▲ 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5			
							SPT, N-Value ●			
							% Passing No. 200 Sieve ★ PL MC LL			
							20 40 60 80			
ASPHALT PAVEMENT (1.0")	0									
EMBANKMENT FILL - SILT WITH SAND, (ML) brown, loose, moist to wet		ML	█	2	4		●	○ 17.8		
				2						
				2						
(RX) WEATHERED QUARTZITE, highly to moderately weathered, highly fractured, tannish white with orange staining and pink		RX	█	1	4		●	○ 28 35 23.0		
				2						
				2						
			█	9	27		●			
			10							
			17							
			█	7	21		●			
			9							
			12							

Borehole Terminated at 21.5 Feet.

Boring backfilled with bentonite and received an asphalt patch.

Client: Kpff Consulting Engineers	Boring Number: B-20076-9		EXPLORATORY BORING LOG
Project: Steptoe Butte Roadway	Date Drilled: 06-23-2020		
Drill Rig: G2400	Borehole Diameter: 5"		
Depth to Groundwater: N.E.	Logged By: AMC		
			Sheet 1 Of 1

USCS Description	Depth (ft)	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT N	Dry Density (pcf)	TEST RESULTS			Remarks
							Pocket Penetrometer, TSF ▲ 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5			
							SPT, N-Value ●			
							% Passing No. 200 Sieve ★ PL MC LL 20 40 60 80			
ASPHALT PAVEMENT (1.5")	0.0									
(RX) WEATHERED QUARTZITE, highly to moderately weathered, extremely decomposed, tannish white with orange staining and pink	2.5	RX	BK	4 5 5	10					
	5.0									

Borehole Terminated at 5.0 Feet.

50/0.0" 50+

Boring terminated due to refusal on rock. Boring was backfilled with site soil and received an asphalt patch.

GP BORING - STRATA.GDT - 7/16/20 15:56 - V:\ENGINEERING\GINT FILES\2020\200622_PU20076 - STEPTOE BUTTE.GPJ

Client: Kpff Consulting Engineers	Boring Number: B-20076-9B
Project: Steptoe Butte Roadway	Date Drilled: 06-23-2020
Drill Rig: G2400	Borehole Diameter: 5"
Depth to Groundwater: N.E.	Logged By: AMC



EXPLORATORY BORING LOG

GP BORING - STRATA.GDT - 7/16/20 15:56 - V:\ENGINEERING\GINT FILES\2020\200622_PU20076 - STEPTOE BUTTE.GPJ

USCS Description	Depth (ft)	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT N	Dry Density (pcf)	TEST RESULTS			Remarks	
							Pocket Penetrometer, TSF ▲				
							SPT, N-Value ●				
							% Passing No. 200 Sieve ★				
							PL	MC	LL		
							20	40	60	80	
ASPHALT PAVEMENT (3.0", multiple layers)	0.0										
EMBANKMENT FILL - SILT WITH SAND, (ML) brown dark brown, loose, moist		BK									
				2 1 1	2						31 38
ML				2 2 4	6						★
(RX) WEATHERED QUARTZITE, highly to moderately weathered, highly fractured, tannish white with orange staining and pink	10.0	RX		6 7 11	18						

Borehole Terminated at 11.5 Feet.

Boring backfilled with site soil and received an asphalt patch.

Client: Kpff Consulting Engineers	Boring Number: B-20076-10
Project: Steptoe Butte Roadway	Date Drilled: 06-23-2020
Drill Rig: G2400	Borehole Diameter: 5"
Depth to Groundwater: N.E.	Logged By: AMC



EXPLORATORY BORING LOG

GPI BORING - STRATA.GDT - 7/16/20 15:56 - V:\ENGINEERING\GINT FILES\2020\200622_PU20076 - STEPTOE BUTTE.GPJ

USCS Description	Depth (ft)	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT N	Dry Density (pcf)	TEST RESULTS			Remarks
							Pocket Penetrometer, TSF ▲ 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5			
							SPT, N-Value ●			
							% Passing No. 200 Sieve ★ PL MC LL 20 40 60 80			
ASPHALT PAVEMENT (2.0")	0.0									
EMBANKMENT FILL - SANDY SILT WITH GRAVEL, (ML) tannish white, medium dense to dense, moist	2.5			21 20 14	34					
	5.0	BK								
		ML		5 10 8	18					
	10.0			21 20 19	39					

Borehole Terminated at 11.5 Feet.

Boring backfilled with site soil and received an asphalt patch.

Client: Kpff Consulting Engineers

Boring Number: B-20076-11

Project: Steptoe Butte Roadway

Date Drilled: 06-23-2020

Drill Rig: G2400

Borehole Diameter: 5"

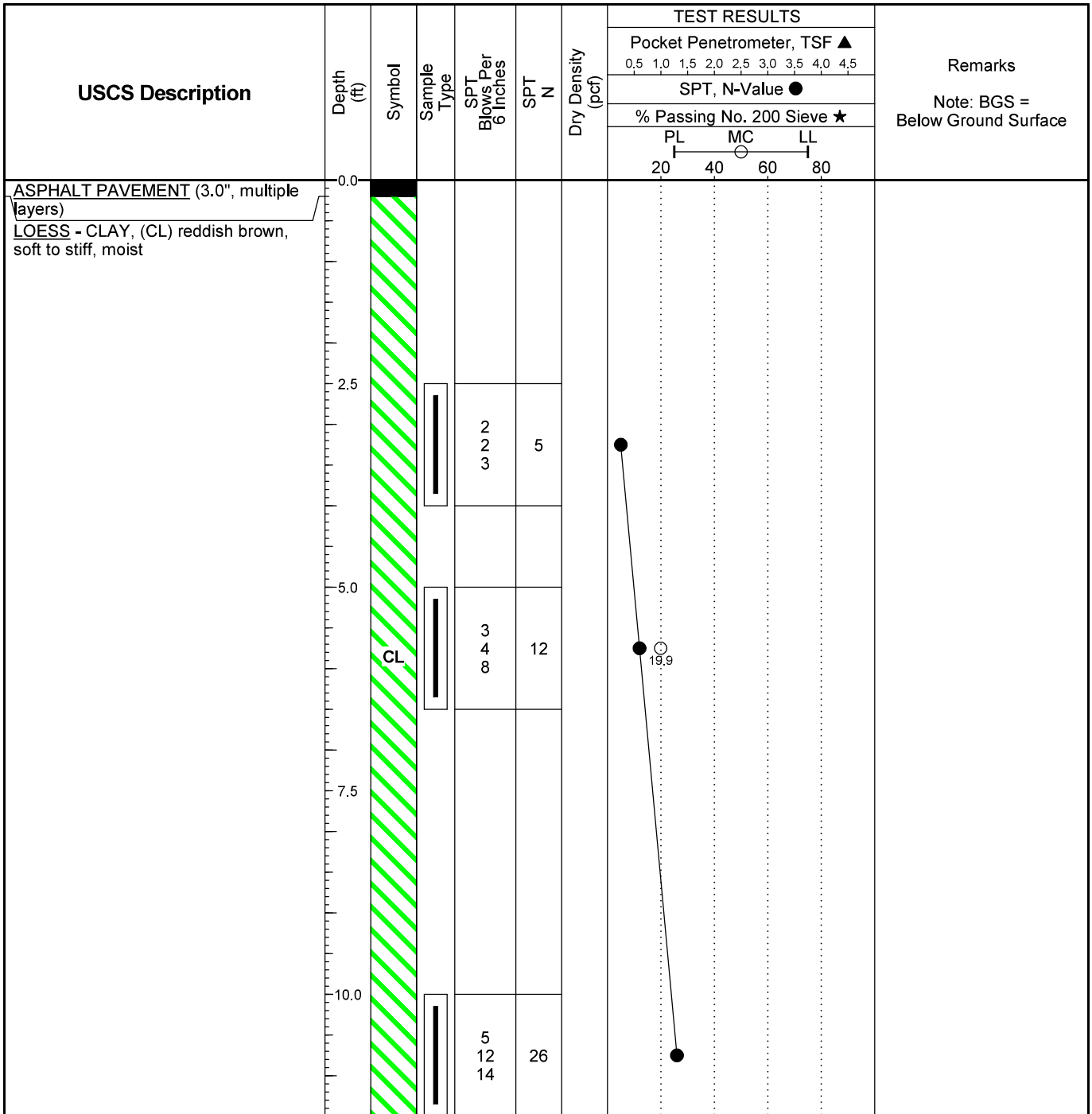
Depth to Groundwater: N.E.

Logged By: AMC



EXPLORATORY BORING LOG

GP BORING - STRATA.GDT - 7/16/20 15:56 - V:\ENGINEERING\GINT FILES\2020\200622_PU20076 - STEPTOE BUTTE.GPJ



Borehole Terminated at 11.5 Feet.

Boring backfilled with site soil and received an asphalt patch.

Client: Kpff Consulting Engineers

Boring Number: B-20076-12

Project: Steptoe Butte Roadway

Date Drilled: 06-23-2020

Drill Rig: G2400

Borehole Diameter: 5"

Depth to Groundwater: N.E.

Logged By: AMC




EXPLORATORY BORING LOG

GP BORING - STRATA.GDT - 7/16/20 15:56 - V:\ENGINEERING\GINT FILES\2020\200622_PU20076 - STEPTOE BUTTE.GPJ

USCS Description	Depth (ft)	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT N	Dry Density (pcf)	TEST RESULTS				Remarks
							Pocket Penetrometer, TSF ▲ 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5				
							SPT, N-Value ●				
							% Passing No. 200 Sieve ★				
							PL	MC	LL		
20	40	60	80								
ASPHALT PAVEMENT (1.5")	0.0										
(RX) WEATHERED QUARTZITE, highly to moderately weathered, extremely decomposed, tannish white with orange staining and pink	0.0 - 11.5										
	2.5			12 14 17	31						
	5.0	RX		7 12 14	26						
	7.5										
	10.0			7 11 14	25						

Borehole Terminated at 11.5 Feet.

Boring backfilled with site soil and received an asphalt patch.

Client: Kpff Consulting Engineers	Boring Number: B-20076-13		EXPLORATORY BORING LOG
Project: Steptoe Butte Roadway	Date Drilled: 06-23-2020		
Drill Rig: G2400	Borehole Diameter: 5"		
Depth to Groundwater: N.E.	Logged By: AMC		
			Sheet 1 Of 1

USCS Description	Depth (ft)	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT N	Dry Density (pcf)	TEST RESULTS			Remarks
							Pocket Penetrometer, TSF ▲ 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5			
							SPT, N-Value ●			
							% Passing No. 200 Sieve ★			
							PL	MC	LL	
20	40	60	80							
ASPHALT PAVEMENT (2.5")	0.0									
EMBANKMENT FILL - SILT WITH SAND, (ML) brown, loose, moist		ML								
			BK							
				2 4 7	11					
ALLUVIUM - SILT WITH SAND, (ML) grayish brown, loose to medium dense, moist to saturated	2.5									
				3 4 6	10					
		ML								
	5.0									
	7.5									
	10.0			2 3 4	7				25.9	

Borehole Terminated at 11.5 Feet.

Boring backfilled with site soil and received an asphalt patch.

Client: Kpff Consulting Engineers

Boring Number: B-20076-14

Project: Steptoe Butte Roadway

Date Drilled: 06-23-2020

Drill Rig: G2400

Borehole Diameter: 5"

Depth to Groundwater: 9.5'

Logged By: AMC



EXPLORATORY BORING LOG


Sheet 1 Of 1

GPI BORING - STRATA.GDT - 7/16/20 15:56 - V:\ENGINEERING\GINT FILES\2020\200622_PU20076 - STEPTOE BUTTE.GPJ

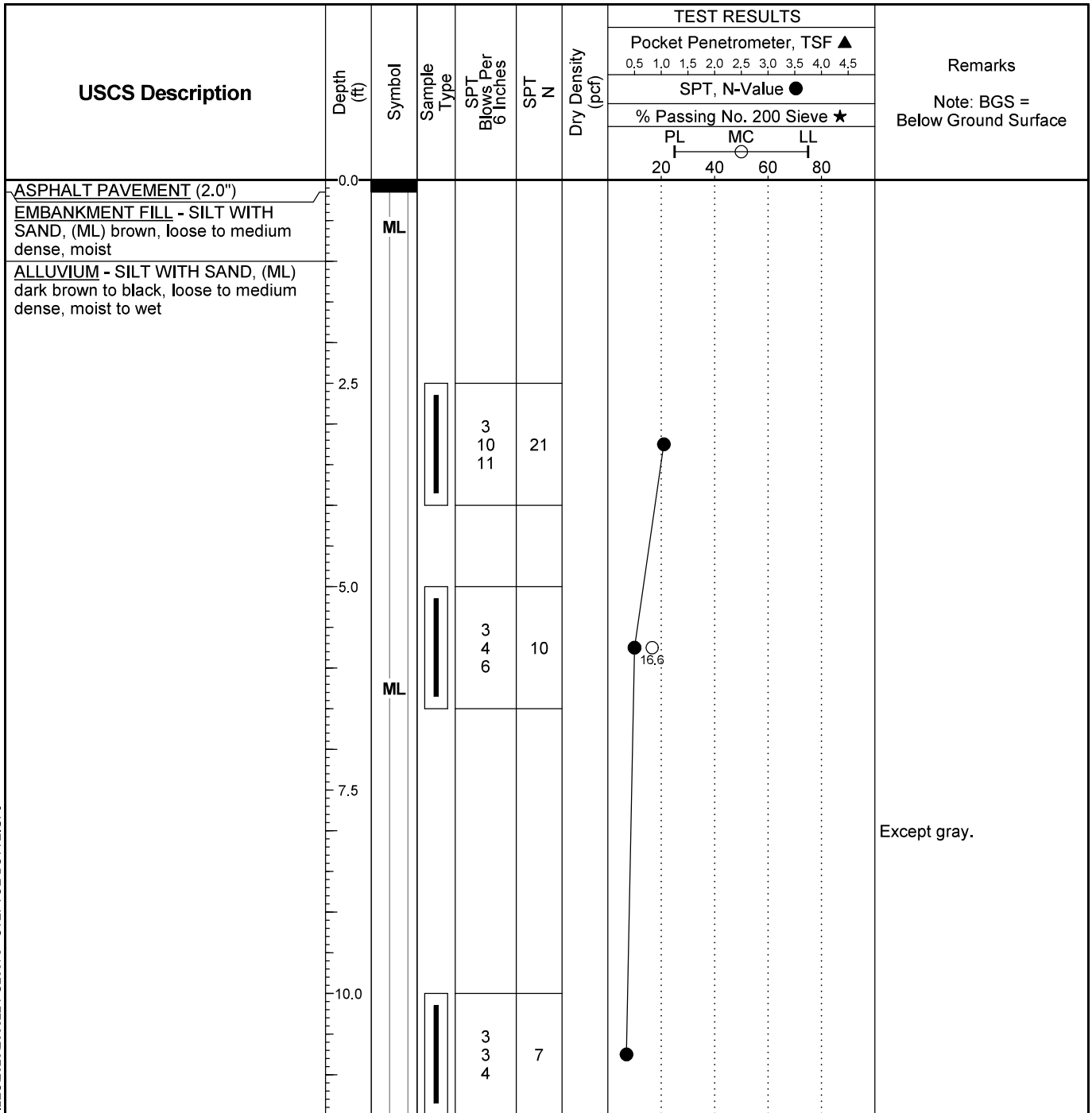
USCS Description	Depth (ft)	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT N	Dry Density (pcf)	TEST RESULTS			Remarks
							Pocket Penetrometer, TSF ▲ 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5			
							SPT, N-Value ●			
							% Passing No. 200 Sieve ★ PL MC LL 20 40 60 80			
ASPHALT PAVEMENT (2.5", multiple layers)	0.0									
ALLUVIUM - SILT WITH SAND, (ML) dark brown to black, loose to medium dense, moist to wet	2.5			2 2 3	5					
	5.0	ML		3 3 7	10					
	10.0			3 3 4	7					

Borehole Terminated at 11.5 Feet.

Boring was backfilled with site soil and received an asphalt patch.

Client: Kpff Consulting Engineers	Boring Number: B-20076-15		EXPLORATORY BORING LOG
Project: Steptoe Butte Roadway	Date Drilled: 06-23-2020		
Drill Rig: G2400	Borehole Diameter: 5"		
Depth to Groundwater: N.E.	Logged By: AMC		
			Sheet 1 Of 1

GPI BORING - STRATA.GDT - 7/16/20 15:56 - V:\ENGINEERING\GINT FILES\2020\200622_PU20076 - STEPTOE BUTTE.GPJ



Except gray.

Borehole Terminated at 11.5 Feet.

Boring backfilled with site soil and received an asphalt patch.

Client: Kpff Consulting Engineers	Boring Number: B-20076-16
Project: Steptoe Butte Roadway	Date Drilled: 06-23-2020
Drill Rig: G2400	Borehole Diameter: 5"
Depth to Groundwater: N.E.	Logged By: AMC



EXPLORATORY BORING LOG

GPI BORING - STRATA.GDT - 7/16/20 15:56 - V:\ENGINEERING\GINT FILES\2020\200622_PU20076 - STEPTOE BUTTE.GPJ

USCS Description	Depth (ft)	Symbol	Sample Type	SPT Blows Per 6 Inches	SPT N	Dry Density (pcf)	TEST RESULTS				Remarks
							Pocket Penetrometer, TSF ▲ 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5				
							SPT, N-Value ●				
							% Passing No. 200 Sieve ★				
							PL	MC	LL		
20	40	60	80								
ASPHALT PAVEMENT (2.0")	0.0										
ALLUVIUM - SILT WITH SAND, (ML) dark brown to black, loose to medium dense, moist to wet											
		BK									
	2.5			3 9 11	20						
	5.0	ML		3 5 7	12						
	7.5										
	10.0			5 7 6	13						

Borehole Terminated at 11.5 Feet.

Boring backfilled with site soil and received an asphalt patch.

Client: Kpff Consulting Engineers	Boring Number: B-20076-17
Project: Steptoe Butte Roadway	Date Drilled: 06-23-2020
Drill Rig: G2400	Borehole Diameter: 5"
Depth to Groundwater: N.E.	Logged By: AMC



EXPLORATORY BORING LOG

APPENDIX B

Laboratory Test Results



Project No.: PU20076A
 Project Name: Steptoe Butte State Park Roadway
 Client: Kpff Consulting Engineers

Report Date: 7/10/2020

Test Results Summary													
Boring/Test Pit	Depth (feet)	Lab Number	Description (U.S.C.S. Classification)	In situ Moisture, %	In situ Dry Density, pcf	Max Dry Density, pcf	Optimum Moisture, %	Liquid Limit	Plasticity Index	#200 Sieve Passing, %	pH	Resistivity Ω-cm	Sulfates ppm
B-20076A-10	1.0-2.5	PUL20-0135A	Silt with Sand (ML)	-	-	123.5	11.5	30.5	7.1	75.0	6.6	7690	4.2
B-20076A-4B	10.0-11.5	PUL20-0135B	Silt with Sand (ML)	-	125.1	-	-	21.8	9.5	66.8	-	-	-
B-20076A-4B	2.5-4.0	PUL20-0135C	Silty Sand with Gravel (SM)	6.5	-	-	-	-	-	-	-	-	-
B-20076A-5	5.0-6.5	PUL20-0135D	Silty Sand with Gravel (SM)	14.6	-	-	-	-	-	-	-	-	-
B-20076A-7	2.5-4.0	PUL20-0135E	Silty Sand (SM)	-	-	-	-	-	-	39.5	-	-	-
B-20076A-7	10.0-11.5	PUL20-0135F	Silt with Sand (ML)	20.6	-	-	-	-	-	-	-	-	-
B-20076A-7	15.0-16.5	PUL20-0135G	Silt with Sand (ML)	19.8	-	-	-	-	-	-	-	-	-
B-20076A-8B	12.0-13.0	PUL20-0135H	Silt with Sand (ML)	18.1	-	-	-	23.4	3.5	-	-	-	-
B-20076A-8B	5.0-6.5	PUL20-0135I	Silty Sand (SM)	-	-	-	-	-	-	44.2	-	-	-
B-20076A-9	2.5-4.0	PUL20-0135J	Silt with Sand (ML)	17.8	-	-	-	-	-	-	-	-	-
B-20076A-9	10.0-11.5	PUL20-0135K	Silt with Sand (ML)	23.0	-	-	-	27.6	-	-	-	-	-
B-20076A-4B	7.0-9.0	PUL20-0135L	Silty Sand with Gravel (SM)	-	-	136.5	7.0	-	7.2	-	-	-	-
B-20076A-12	5.0-6.5	PUL20-0135M	Clay (CL)	19.9	-	-	-	-	-	-	-	-	-
B-20076A-14	10.0-11.5	PUL20-0135N	Silt with Sand (ML)	25.9	-	-	-	-	-	-	-	-	-
B-20076A-16	5.0-6.5	PUL20-0135O	Silt with Sand (ML)	16.6	-	-	-	-	-	-	-	-	-
B-20076A-17	0.5-2.5	PUL20-0135P	Silt with Sand (ML)	-	-	114.0	12.5	36.7	8.7	-	-	-	-
B-20076A-2	0.0-1.5	PUL20-0135Q	Silty Sand with Gravel (SM)	-	-	-	-	-	-	-	7.1	10000	7.5
B-20076A-7	0.5-2.5	PUL20-0135R	Silty Sand with Gravel (SM)	-	-	-	-	-	-	49.1	-	-	-
B-20076A-8B	1.0-2.5	PUL20-0135S	Sandy Silt (ML)	-	-	-	-	-	-	53.0	-	-	-
B-20076A-11	4.0-5.0	PUL20-0135T	Sandy Silt with Gravel (ML)	-	-	-	-	-	-	54.9	-	-	-

Reviewed by: _____

GRADATION ANALYSIS

ASTM D6913

Project: Steptoe Butte State Park Road

Client: Kpff Consulting Engineers

File: PU20076

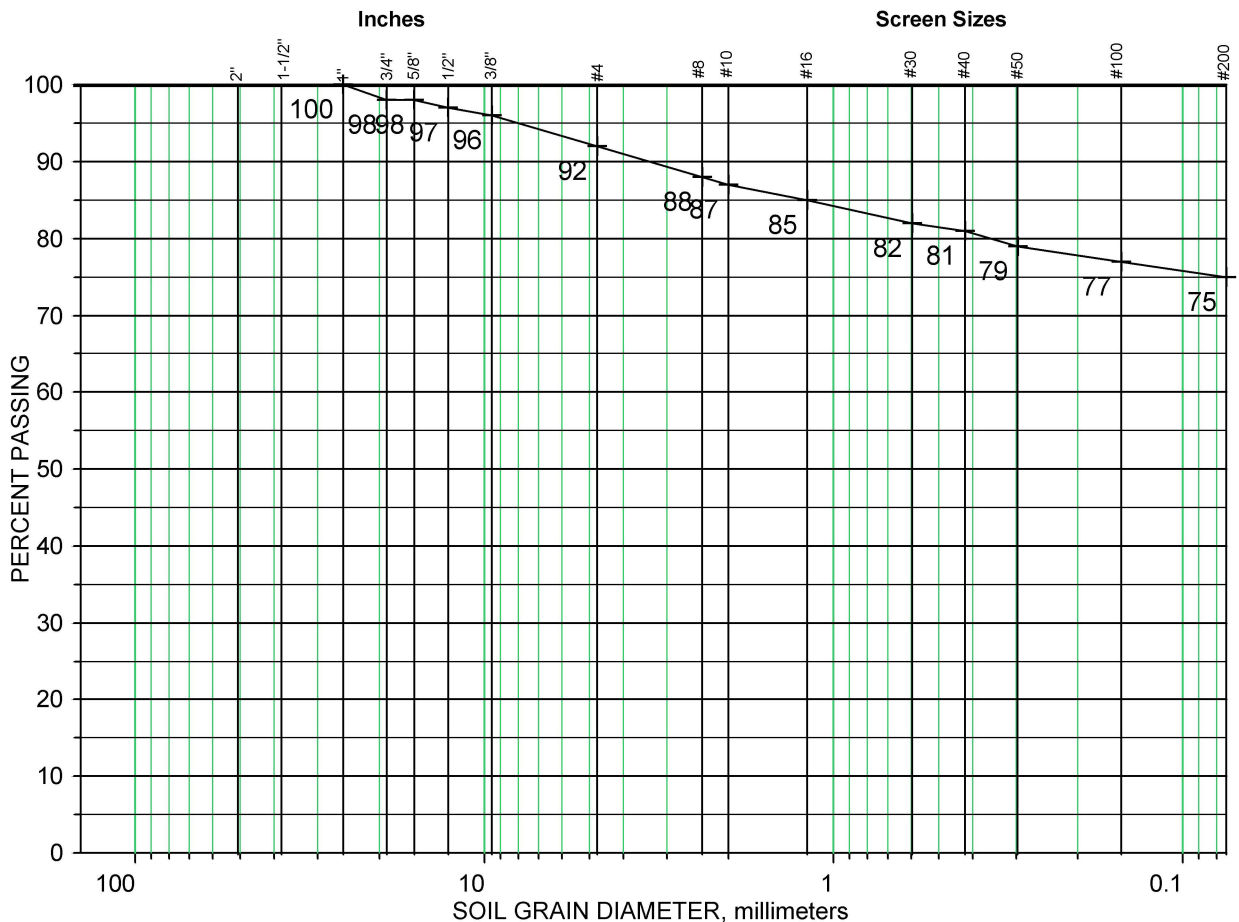
Sample No: PUL20-0135A

Sample Location: B-20076A-10 @ 1.0- to 2.5-feet BGS

Description: Silt with Sand (ML)

Date tested: 7/2/2020 By: JH

Cobbles	Gravel		Sand		
	Coarse	Fine	Coarse	Medium	Fine



Reviewed by: _____



MOISTURE-DENSITY RELATIONSHIP CURVE

ASTM D 1557

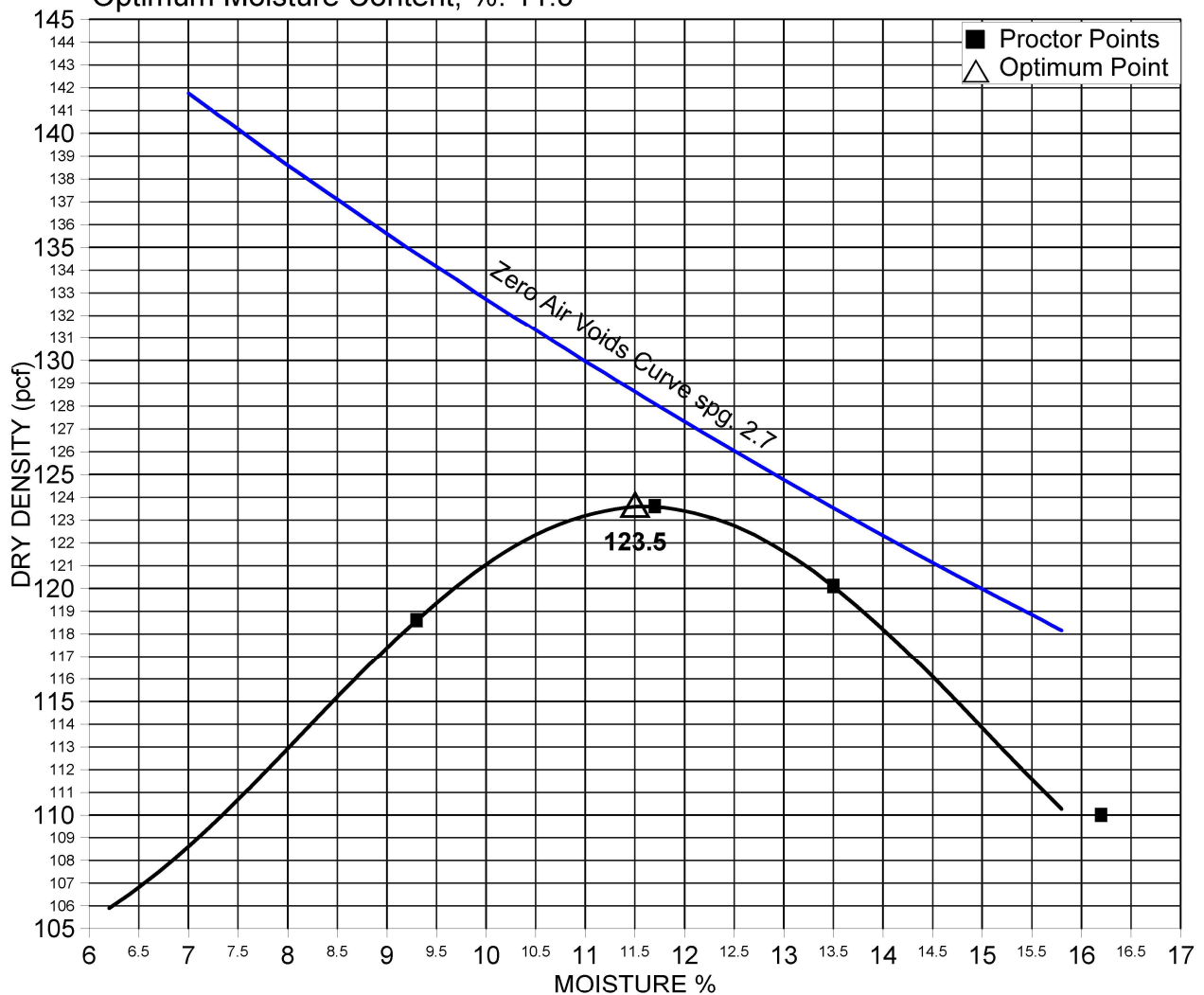
Method A

GRADING ANALYSIS

SCREEN SIZE	% PASSING	AS TESTED
# 4 Sieve	100	100

Project: Steptoe Butte State Park Roadway
 Client: KPFF Consulting Engineers
 File Name: PU20076A
 Lab Number: PUL20-0135A
 Sample Location: B-20076A-10 @ 0.5 to 2.5-feet BGS
 Sample Classification: Silt with Sand (ML)
 Date Tested: 7/2/2020 By: JH
 Rammer Type: Manual

Maximum Dry Density, pcf : 123.5
 Optimum Moisture Content, %: 11.5

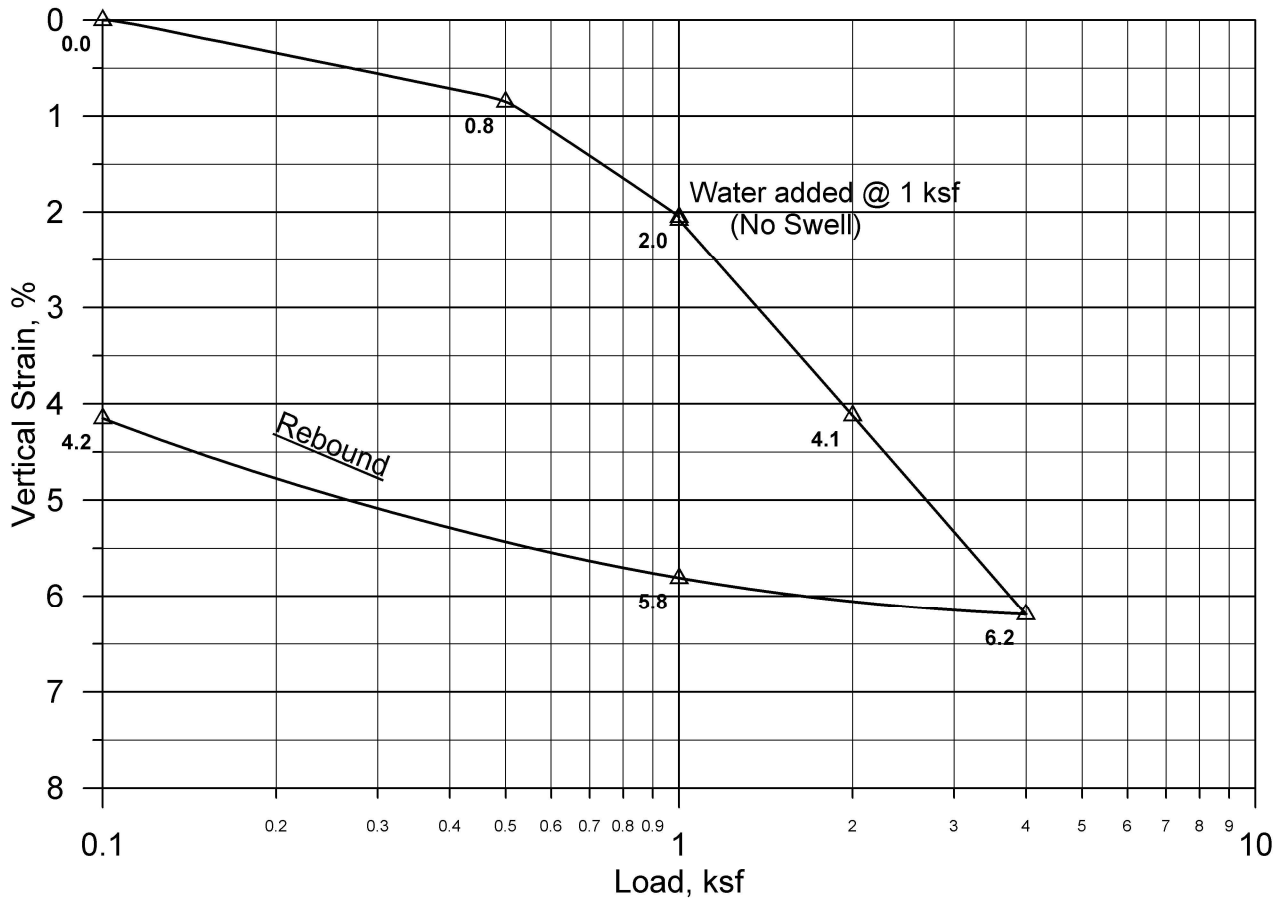


Reviewed By: _____



CONSOLIDATION TEST RESULTS ASTM D 2435 (Method A)

Project: Steptoe Butte State Park Roadway Improvements
Client: Kpff Consulting Engineers
File Name: PU20076
Lab Number: PUL20-0135B
Sample Identification: B-20076-4B @ 10.0-11.5 feet BGS
Sample Classification: Silt with Sand (ML)
Sample: In-Situ Tube (Condition: Good)
Date Tested: 7/14/2020 By: JKH
Sample Dry Unit Weight: 125.1 pcf
In-Situ Moisture Content: 33.4%
Atterberg Limits: LL=21.8, PI=9.5



Reviewed By: _____



MOISTURE-DENSITY RELATIONSHIP CURVE

ASTM D 1557

Method C

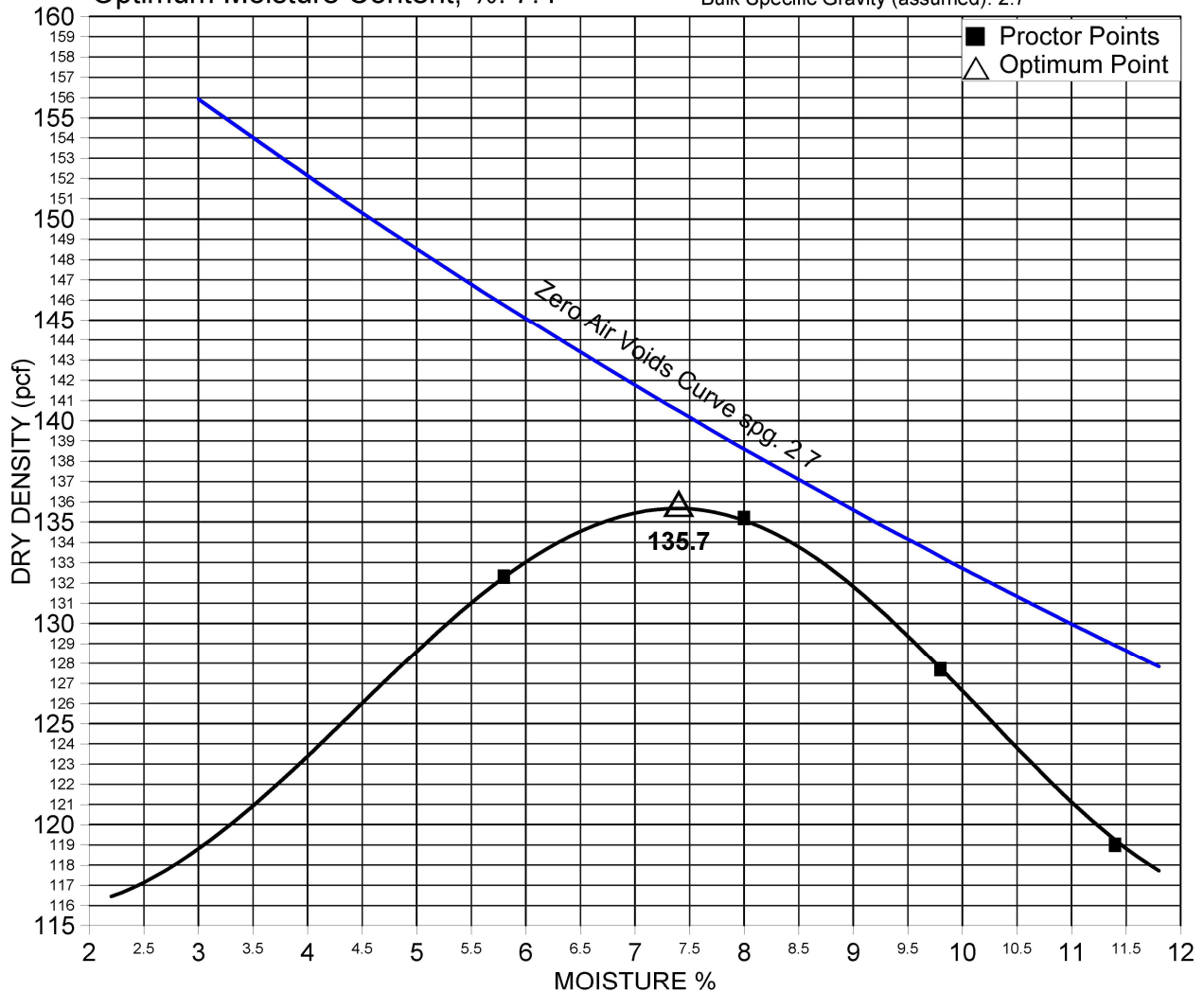
GRADING ANALYSIS

SCREEN SIZE	% PASSING	AS TESTED
3/4" Sieve	95.2	100

Project: Steptoe Butte State Park Road
 Client: Kpff Consulting Engineers
 File Name: PU20076A
 Lab Number: PUL20-0135L
 Sample Location: B-20076A-4B @ 7.5-9.0 feet BGS
 Sample Classification: Silt with Sand (ML)
 Date Tested: 7/8/2020 By: JKH
 Rammer Type: Mechanical

Corrected Dry Density, pcf: 136.5
 Corrected Moisture Content, %: 7.0
 Coarse Aggregate Correction, %: 4.8
 Bulk Specific Gravity (assumed): 2.7

Maximum Dry Density, pcf : 135.7
 Optimum Moisture Content, %: 7.4



Reviewed By: _____



MOISTURE-DENSITY RELATIONSHIP CURVE

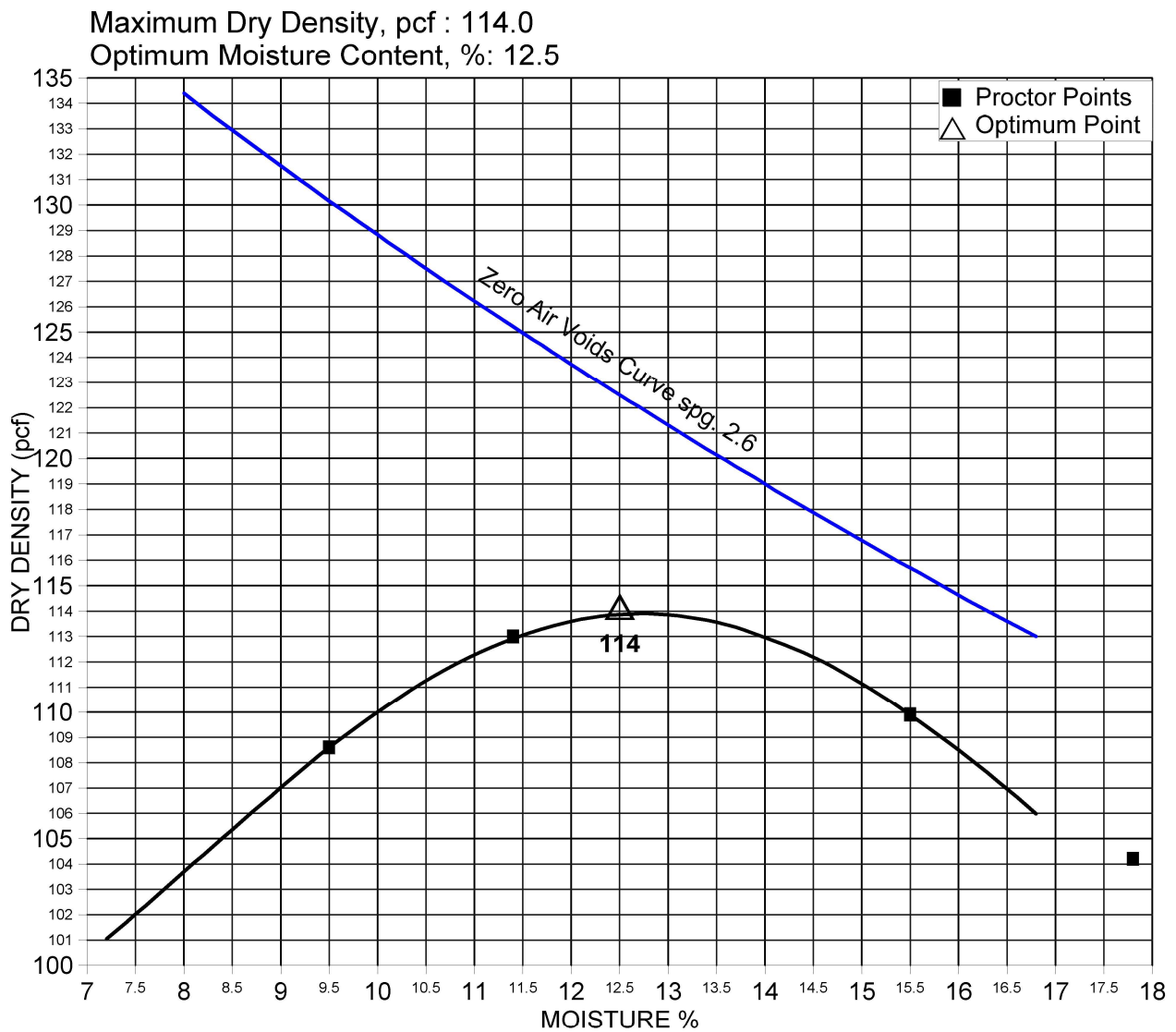
ASTM D 1557

Method A

GRADING ANALYSIS

SCREEN SIZE	% PASSING	AS TESTED
# 4 Sieve	100	100

Project: Steptoe Butte State Park Roadway
 Client: Kpff Consulting Engineers
 File Name: PU20076A
 Lab Number: PUL20-0135P
 Sample Location: B-20076A-17 @ 0.5-2.5 feet BGS
 Sample Classification: Silt with Sand (ML)
 Date Tested: 7/8/2020 By: JKH
 Rammer Type: Manual



Reviewed By: _____



GRADATION ANALYSIS

ASTM D6913

Project: Steptoe Butte State Park Roadway

Client: Kpff Consulting Engineers

File: PU20076A

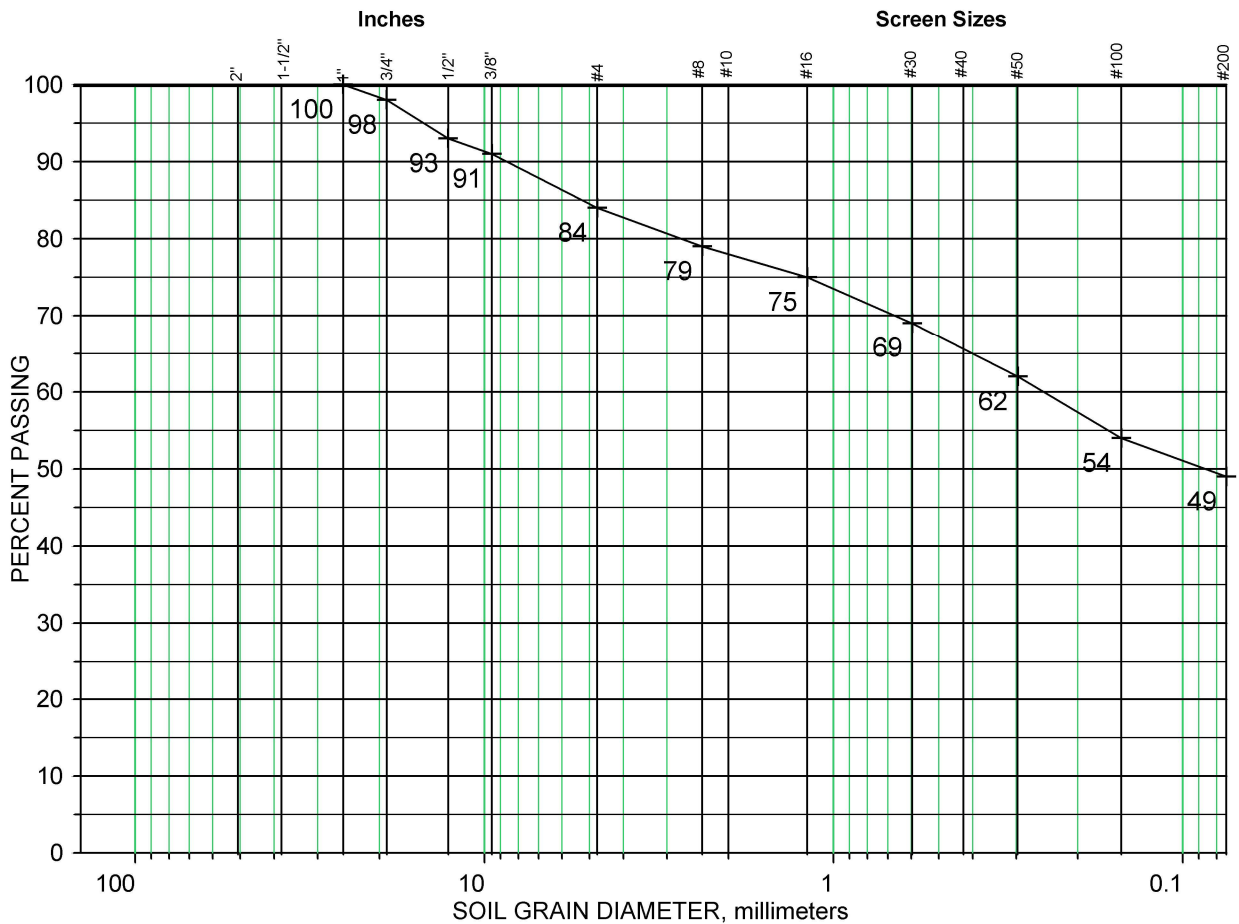
Sample No: PUL20-0135R

Sample Location: B-20076A-7@ 0.5-2.5 feet BGS

Description: Silty Sand with Gravel (SM)

Date tested: 7/7/2020 By: JKH

Cobbles	Gravel		Sand		
	Coarse	Fine	Coarse	Medium	Fine



Reviewed by: _____



GRADATION ANALYSIS

ASTM D6913

Project: Steptoe Butte State Park Roadway

Client: Kpff Consulting Engineers

File: PU20076A

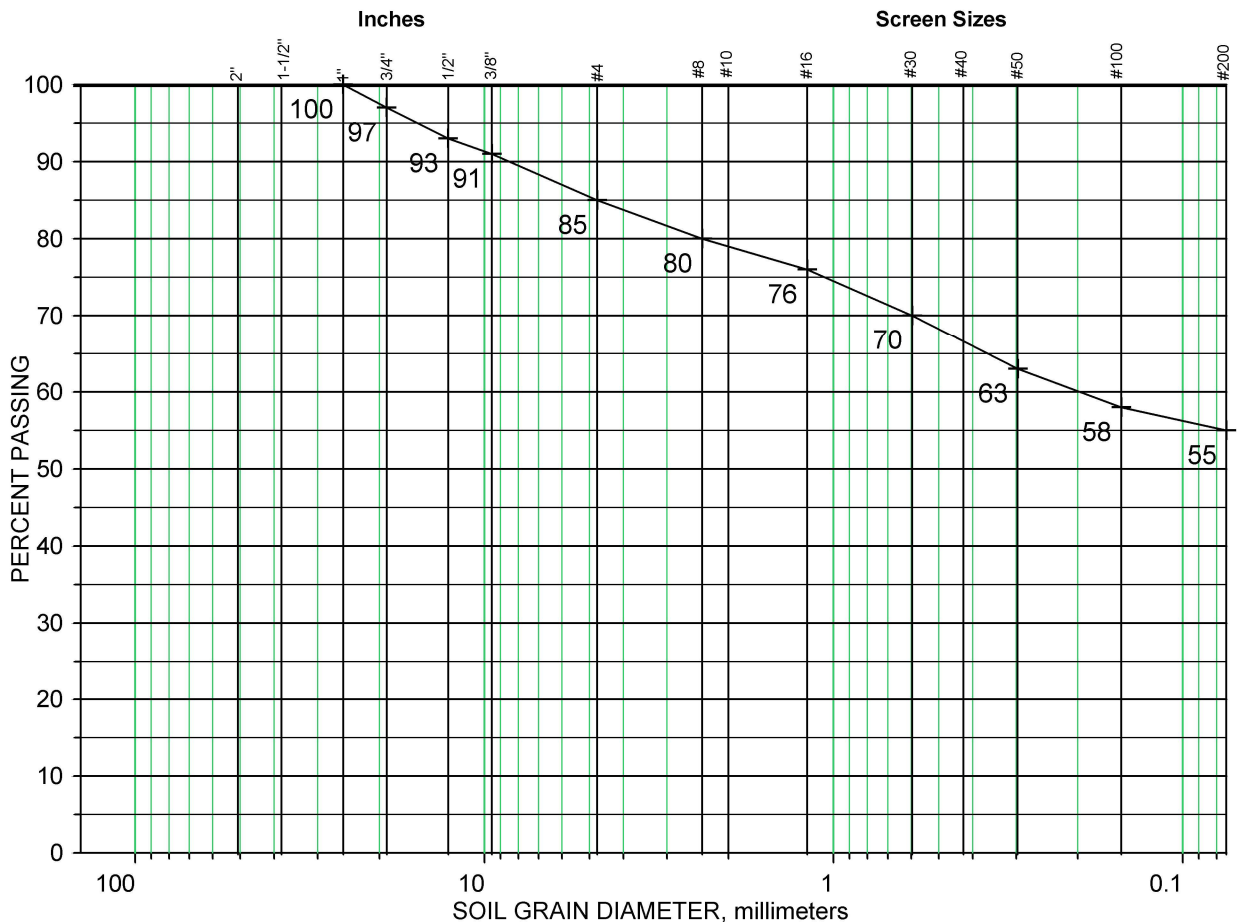
Sample No: PUL20-0135T

Sample Location: B-20076A-11 @ 4.0-5.0 feet BGS

Description: Sandy Silt with Gravel (ML)

Date tested: 7/7/2020 By: JKH

Cobbles	Gravel		Sand		
	Coarse	Fine	Coarse	Medium	Fine



Reviewed by: _____



GRADATION ANALYSIS

ASTM D6913

Project: Steptoe Butte State Park Roadway

Client: Kpff Consulting Engineers

File: PU20076A

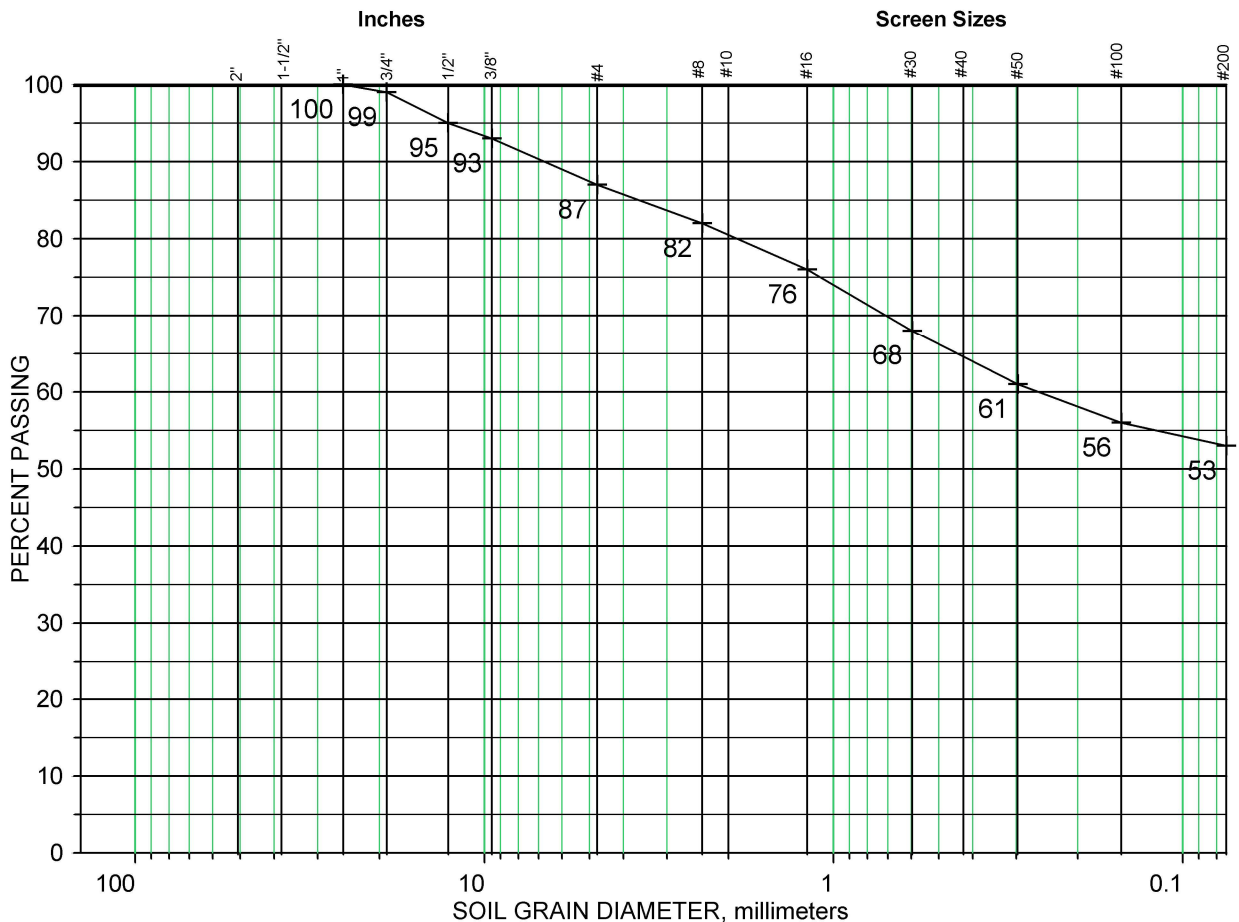
Sample No: PUL20-0135S

Sample Location: B-20076A-8B @ 1.0-2.5 feet BGS

Description: Sandy Silt (ML)

Date tested: 7/7/2020 By: JKH

Cobbles	Gravel		Sand		
	Coarse	Fine	Coarse	Medium	Fine



Reviewed by: _____



Resilient Modulus Testing - AASHTO T307 US Customary Units

Date: July 22, 2020

Project: B2002825

Client: GeoProfessional Innovation Corporation
6 O'Donnell Road
Pullman, WA 99163

Project Description:
Resilient Modulus Test
AASHTO T307
Client ID: Steptoe Butte State Park Roadway
Station: B-10 @ 0.5'-2.5' BGS

Sample Information

Braun Sample ID./ File Name: 1 Type 2 Sample Diameter, in.: 2.81 Sample M.C., % before, after: 11.2, 11.2
 Sample Type: 21-Jul-2020 Sample Height, in.: 5.62 Sample Dry Den., pcf: 109.6
 Test Date: Desired M.C., %: 11.5 Failed in Shear?: YES
 Comments: Desired Dry Density, pcf: 111.2 Triaxial Shear Strength, psi: 73.1

COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
PARAMETER	Chamber Confining Pressure	Nominal Maximum Axial Stress	Cycle No.	Actual Applied Maximum Axial Load	Actual Applied Cyclic Load	Actual Applied Contact Load	Actual Applied Maximum Axial Stress	Actual Applied Cyclic Stress	Actual Applied Contact Stress	Recover Def. LVDT 1 Reading	Recover Def. LVDT 2 Reading	Average Recover Def. LVDT 1 and LVDT 2	Resilient Strain	Resilient Modulus
DESIGNATION	S3	Seyclic	c1	Pmax	Peyclic	Pcontact	Smax	Scyclic	Scontact	H1	H2	H average	in/in	Mr
UNIT	psi	psi	---	lbs.	lbs.	lbs.	psi	psi	psi	inches	inches	inches	in/in	psi
PRECISION	-----	-----	-	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	---
SEQUENCE 1	6.0	2.3	1	14.7	11.8	2.9	2.4	1.9	0.5	0.00062	0.00053	0.00057	0.00010	18,595
			2	14.4	11.5	2.8	2.3	1.9	0.5	0.00061	0.00052	0.00056	0.00010	18,372
			3	14.2	11.5	2.7	2.3	1.9	0.4	0.00060	0.00051	0.00055	0.00010	18,782
			4	14.2	11.3	2.9	2.3	1.8	0.5	0.00060	0.00051	0.00056	0.00010	18,360
			5	14.5	11.7	2.8	2.3	1.9	0.5	0.00061	0.00052	0.00056	0.00010	18,584
	COLUMN AVERAGE			14.4	11.6	2.8	2.3	1.9	0.5	0.00061	0.00052	0.00056	0.00010	18,539
	STANDARD DEV.			0.22	0.18	0.09	0.03	0.03	0.01	0.00001	0.00001	0.00001	0.00000	176

COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
SEQUENCE 2	6.0	4.4	1	26.7	22.7	4.0	4.3	3.7	0.6	0.00106	0.00095	0.00100	0.00018	20,433
			2	27.3	22.9	4.3	4.4	3.7	0.7	0.00106	0.00095	0.00100	0.00018	20,752
			3	27.8	23.9	3.9	4.5	3.8	0.6	0.00108	0.00097	0.00103	0.00018	20,999
			4	27.3	23.3	4.0	4.4	3.7	0.7	0.00109	0.00098	0.00104	0.00019	20,266
			5	27.3	23.1	4.2	4.4	3.7	0.7	0.00109	0.00098	0.00103	0.00018	20,255
	COLUMN AVERAGE			27.3	23.2	4.1	4.4	3.7	0.7	0.00108	0.00096	0.00102	0.00018	20,541
	STANDARD DEV.			0.38	0.43	0.16	0.06	0.07	0.03	0.00002	0.00002	0.00002	0.00000	325
COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
SEQUENCE 3	6.0	6.3	1	39.7	34.8	4.9	6.4	5.6	0.8	0.00148	0.00136	0.00142	0.00025	22,133
			2	39.0	33.7	5.3	6.3	5.4	0.9	0.00147	0.00135	0.00141	0.00025	21,624
			3	39.5	34.6	4.9	6.4	5.6	0.8	0.00150	0.00138	0.00144	0.00026	21,733
			4	39.2	34.3	4.9	6.3	5.5	0.8	0.00146	0.00134	0.00140	0.00025	22,078
			5	39.0	33.9	5.2	6.3	5.5	0.8	0.00144	0.00133	0.00138	0.00025	22,169
	COLUMN AVERAGE			39.3	34.2	5.0	6.3	5.5	0.8	0.00148	0.00136	0.00142	0.00025	21,947
	STANDARD DEV.			0.30	0.45	0.17	0.05	0.07	0.03	0.00002	0.00001	0.00001	0.00000	251
COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
SEQUENCE 4	6.0	8.3	1	51.5	45.5	6.0	8.3	7.3	1.0	0.00188	0.00176	0.00182	0.00033	22,561
			2	51.3	44.9	6.3	8.3	7.2	1.0	0.00191	0.00179	0.00185	0.00033	21,913
			3	52.0	45.5	6.5	8.4	7.3	1.0	0.00192	0.00180	0.00186	0.00033	22,143
			4	52.0	46.0	6.1	8.4	7.4	1.0	0.00188	0.00176	0.00182	0.00033	22,770
			5	51.6	45.6	6.0	8.3	7.3	1.0	0.00188	0.00176	0.00182	0.00032	22,670
	COLUMN AVERAGE			51.7	45.5	6.2	8.3	7.3	1.0	0.00189	0.00177	0.00183	0.00033	22,411
	STANDARD DEV.			0.32	0.38	0.22	0.05	0.06	0.03	0.00002	0.00002	0.00002	0.00000	367

Sample ID: 1
Project: B2002825
Sheet No. 2 of 7

COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
SEQUENCE 5	6.0	10.3	1	64.2	56.8	7.3	10.3	9.2	1.2	0.00230	0.00217	0.00223	0.00040	22,998
			2	64.3	56.7	7.5	10.3	9.1	1.2	0.00235	0.00222	0.00229	0.00041	22,395
			3	64.4	57.1	7.3	10.4	9.2	1.2	0.00236	0.00223	0.00229	0.00041	22,488
			4	64.2	57.0	7.2	10.3	9.2	1.2	0.00235	0.00222	0.00229	0.00041	22,477
			5	64.3	57.0	7.3	10.3	9.2	1.2	0.00235	0.00222	0.00229	0.00041	22,485
	COLUMN AVERAGE			64.3	56.9	7.3	10.3	9.2	1.2	0.00234	0.00221	0.00228	0.00041	22,569
	STANDARD DEV.			0.10	0.14	0.11	0.02	0.02	0.02	0.00003	0.00002	0.00002	0.00000	243
COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
SEQUENCE 6	4.0	2.1	1	13.2	10.6	2.6	2.1	1.7	0.4	0.00062	0.00053	0.00058	0.00010	16,702
			2	13.3	10.8	2.4	2.1	1.7	0.4	0.00065	0.00055	0.00060	0.00011	16,287
			3	13.1	10.7	2.4	2.1	1.7	0.4	0.00063	0.00053	0.00058	0.00010	16,577
			4	13.0	10.4	2.6	2.1	1.7	0.4	0.00064	0.00054	0.00059	0.00011	15,962
			5	13.2	10.7	2.4	2.1	1.7	0.4	0.00065	0.00055	0.00060	0.00011	16,159
	COLUMN AVERAGE			13.1	10.7	2.5	2.1	1.7	0.4	0.00064	0.00054	0.00059	0.00011	16,338
	STANDARD DEV.			0.11	0.16	0.08	0.02	0.03	0.01	0.00001	0.00001	0.00001	0.00000	302
COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
SEQUENCE 7	4.0	4.2	1	25.7	22.1	3.6	4.1	3.6	0.6	0.00113	0.00100	0.00106	0.00019	18,704
			2	25.9	22.3	3.6	4.2	3.6	0.6	0.00113	0.00101	0.00107	0.00019	18,770
			3	25.9	22.6	3.3	4.2	3.6	0.5	0.00117	0.00105	0.00111	0.00020	18,488
			4	25.7	22.1	3.6	4.1	3.6	0.6	0.00115	0.00103	0.00109	0.00019	18,360
			5	26.1	22.7	3.4	4.2	3.7	0.6	0.00117	0.00105	0.00111	0.00020	18,466
	COLUMN AVERAGE			25.9	22.4	3.5	4.2	3.6	0.6	0.00115	0.00103	0.00109	0.00019	18,557
	STANDARD DEV.			0.18	0.29	0.14	0.03	0.05	0.02	0.00002	0.00002	0.00002	0.00000	172

COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
SEQUENCE 8	4.0	6.2	1	38.5	33.7	4.8	6.2	5.4	0.8	0.00157	0.00145	0.00151	0.00027	20,148
			2	38.4	33.7	4.8	6.2	5.4	0.8	0.00161	0.00148	0.00154	0.00028	19,711
			3	38.4	33.8	4.6	6.2	5.4	0.7	0.00158	0.00146	0.00152	0.00027	20,073
			4	38.2	33.6	4.6	6.1	5.4	0.7	0.00157	0.00145	0.00151	0.00027	20,043
			5	38.1	33.4	4.7	6.1	5.4	0.8	0.00160	0.00148	0.00154	0.00028	19,549
	COLUMN AVERAGE			38.3	33.6	4.7	6.2	5.4	0.8	0.00159	0.00146	0.00152	0.00027	19,905
	STANDARD DEV.			0.16	0.15	0.11	0.03	0.02	0.02	0.00002	0.00002	0.00002	0.00000	260
COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
SEQUENCE 9	4.0	8.2	1	50.4	44.9	5.6	8.1	7.2	0.9	0.00203	0.00191	0.00197	0.00035	20,586
			2	50.6	44.9	5.6	8.1	7.2	0.9	0.00199	0.00187	0.00193	0.00035	20,970
			3	50.7	44.7	6.0	8.2	7.2	1.0	0.00203	0.00191	0.00197	0.00035	20,436
			4	51.2	45.3	5.9	8.2	7.3	0.9	0.00205	0.00193	0.00199	0.00036	20,551
			5	51.1	45.1	6.1	8.2	7.3	1.0	0.00199	0.00188	0.00193	0.00035	21,049
	COLUMN AVERAGE			50.8	45.0	5.8	8.2	7.2	0.9	0.00202	0.00190	0.00196	0.00035	20,718
	STANDARD DEV.			0.33	0.24	0.22	0.05	0.04	0.04	0.00003	0.00002	0.00002	0.00000	273
COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
SEQUENCE 10	4.0	10.1	1	62.8	56.0	6.8	10.1	9.0	1.1	0.00240	0.00228	0.00234	0.00042	21,633
			2	62.5	55.3	7.2	10.1	8.9	1.2	0.00238	0.00227	0.00232	0.00041	21,524
			3	63.0	56.0	6.9	10.1	9.0	1.1	0.00245	0.00233	0.00239	0.00043	21,182
			4	62.7	55.9	6.8	10.1	9.0	1.1	0.00240	0.00228	0.00234	0.00042	21,568
			5	62.7	55.8	6.9	10.1	9.0	1.1	0.00245	0.00233	0.00239	0.00043	21,096
	COLUMN AVERAGE			62.7	55.8	6.9	10.1	9.0	1.1	0.00242	0.00230	0.00236	0.00042	21,401
	STANDARD DEV.			0.17	0.28	0.16	0.03	0.05	0.03	0.00003	0.00003	0.00003	0.00001	244

Sample ID: 1
Project: B2002825
Sheet No. 4 of 7

COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
SEQUENCE 11	2.0	1.9	1	11.6	9.3	2.4	1.9	1.5	0.4	0.00065	0.00057	0.00061	0.00011	13,793
			2	12.3	10.5	1.8	2.0	1.7	0.3	0.00070	0.00062	0.00066	0.00012	14,496
			3	11.8	9.7	2.1	1.9	1.6	0.3	0.00065	0.00057	0.00061	0.00011	14,393
			4	12.0	10.1	2.0	1.9	1.6	0.3	0.00066	0.00058	0.00062	0.00011	14,583
			5	12.0	10.3	1.7	1.9	1.7	0.3	0.00070	0.00061	0.00066	0.00012	14,201
	COLUMN AVERAGE			11.9	10.0	2.0	1.9	1.6	0.3	0.00067	0.00059	0.00063	0.00011	14,293
	STANDARD DEV.			0.26	0.52	0.27	0.04	0.08	0.04	0.00003	0.00002	0.00003	0.00000	314
COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
SEQUENCE 12	2.1	4.0	1	24.8	21.8	3.0	4.0	3.5	0.5	0.00124	0.00113	0.00119	0.00021	16,639
			2	24.7	21.8	3.0	4.0	3.5	0.5	0.00124	0.00113	0.00119	0.00021	16,622
			3	24.8	21.9	2.9	4.0	3.5	0.5	0.00123	0.00113	0.00118	0.00021	16,723
			4	24.7	21.3	3.4	4.0	3.4	0.5	0.00121	0.00111	0.00116	0.00021	16,599
			5	25.2	22.7	2.5	4.1	3.7	0.4	0.00130	0.00119	0.00124	0.00022	16,462
	COLUMN AVERAGE			24.9	21.9	3.0	4.0	3.5	0.5	0.00124	0.00114	0.00119	0.00021	16,609
	STANDARD DEV.			0.21	0.49	0.31	0.03	0.08	0.05	0.00003	0.00003	0.00003	0.00001	95
COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
SEQUENCE 13	2.0	6.1	1	37.3	32.7	4.6	6.0	5.3	0.7	0.00174	0.00163	0.00168	0.00030	17,579
			2	37.9	33.6	4.3	6.1	5.4	0.7	0.00173	0.00163	0.00168	0.00030	18,069
			3	37.9	34.0	4.0	6.1	5.5	0.6	0.00174	0.00162	0.00168	0.00030	18,250
			4	38.2	33.6	4.6	6.2	5.4	0.7	0.00173	0.00163	0.00168	0.00030	18,106
			5	38.3	34.3	4.0	6.2	5.5	0.6	0.00173	0.00163	0.00168	0.00030	18,439
	COLUMN AVERAGE			37.9	33.6	4.3	6.1	5.4	0.7	0.00173	0.00163	0.00168	0.00030	18,089
	STANDARD DEV.			0.39	0.58	0.30	0.06	0.09	0.05	0.00001	0.00000	0.00000	0.00000	320

Sample ID: 1
Project: B2002825
Sheet No. 5 of 7

COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
SEQUENCE 14	2.0	8.0	1	49.9	44.4	5.5	8.0	7.1	0.9	0.00218	0.00206	0.00212	0.00038	18,905
			2	49.8	44.6	5.2	8.0	7.2	0.8	0.00218	0.00206	0.00212	0.00038	19,011
			3	49.4	43.7	5.7	8.0	7.0	0.9	0.00220	0.00208	0.00214	0.00038	18,431
			4	49.9	44.4	5.5	8.0	7.2	0.9	0.00223	0.00211	0.00217	0.00039	18,481
			5	49.8	44.4	5.4	8.0	7.2	0.9	0.00223	0.00210	0.00217	0.00039	18,531
	COLUMN AVERAGE			49.8	44.3	5.5	8.0	7.1	0.9	0.00221	0.00208	0.00214	0.00038	18,672
	STANDARD DEV.			0.23	0.34	0.16	0.04	0.06	0.03	0.00002	0.00002	0.00002	0.00000	266
COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12	13	14
SEQUENCE 15	1.9	9.8	1	60.8	54.2	6.6	9.8	8.7	1.1	0.00250	0.00249	0.00249	0.00045	19,620
			2	60.8	54.1	6.8	9.8	8.7	1.1	0.00256	0.00242	0.00249	0.00044	19,606
			3	61.2	54.6	6.5	9.8	8.8	1.1	0.00258	0.00244	0.00251	0.00045	19,686
			4	60.7	54.0	6.7	9.8	8.7	1.1	0.00262	0.00248	0.00255	0.00046	19,122
			5	60.9	53.9	6.9	9.8	8.7	1.1	0.00262	0.00248	0.00255	0.00045	19,130
	COLUMN AVERAGE			60.9	54.2	6.7	9.8	8.7	1.1	0.00257	0.00246	0.00252	0.00045	19,433
	STANDARD DEV.			0.18	0.28	0.16	0.03	0.05	0.03	0.00005	0.00003	0.00003	0.00001	282

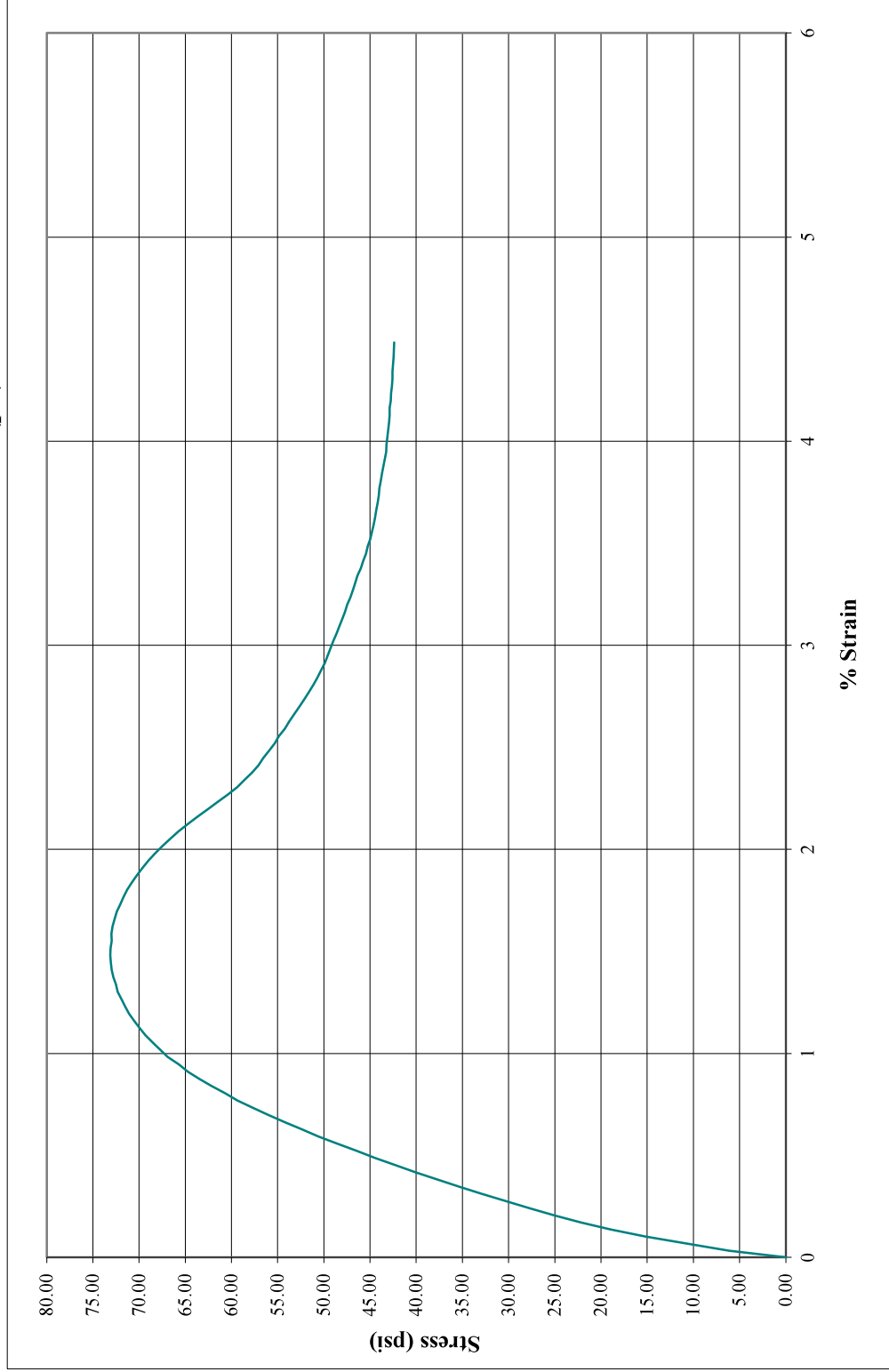
Sample ID: 1
Project: B2002825
Sheet No. 6 of 7

Erik J. Knudson
Laboratory Technician

**Quick Shear
Confining Pressure**

4 PSI

Peak Shear Stress (psi) = 73.1



Universal Model Calculations - US Customary Units

Braun Sample ID: 1

Project: B2002825

Station: B-10 @ 0.5'-2.5' BGS

Seq.	Conf. psi	Axial Stress psi	Bulk psi	Deviator psi	M _r psi	Pred. Mr psi	Ln(Mir)	Ln(Bulk)	Ln(Dev)
1	6.0	2.3	20.3	1.9	18,539	18,596	9.828	3.011	0.621
2	6.0	4.4	22.4	3.7	20,541	20,201	9.930	3.109	1.317
3	6.0	6.3	24.3	5.5	21,947	21,313	9.996	3.191	1.707
4	6.0	8.3	26.3	7.3	22,411	22,275	10.017	3.270	1.992
5	6.0	10.3	28.3	9.2	22,569	23,133	10.024	3.344	2.216
6	4.0	2.1	14.1	1.7	16,338	16,793	9.701	2.647	0.539
7	4.0	4.2	16.2	3.6	18,557	18,495	9.829	2.783	1.281
8	4.0	6.2	18.2	5.4	19,905	19,720	9.899	2.900	1.689
9	4.0	8.2	20.2	7.2	20,718	20,759	9.939	3.005	1.980
10	4.0	10.1	22.1	9.0	21,401	21,640	9.971	3.096	2.196
11	2.0	1.9	7.9	1.6	14,293	14,347	9.568	2.066	0.473
12	2.1	4.0	10.3	3.5	16,609	16,407	9.718	2.332	1.261
13	2.0	6.1	12.1	5.4	18,089	17,731	9.803	2.493	1.690
14	2.0	8.0	14.1	7.1	18,672	18,861	9.835	2.643	1.965
15	1.9	9.8	15.6	8.7	19,433	19,722	9.875	2.750	2.166

Universal Model Calculations - US Customary Units

Braun Sample ID: 1 Project: B2002825

Station: B-10 @ 0.5'-2.5' BGS

SUMMARY OUTPUT

	ax5	k1	k2	k3
Value	8036.7165	0.261621722	0.082260076	
t-Stat	236.27186	17.1979624	9.047568086	
R-sqr Adj.	0.9816274			
Std Err	0.0174635	or 1.76%		

ANOVA

	df	SS	MS	F	Significance F
Regression	2	0.228732623	0.1143663	375.00247	1.52525E-11
Residual	12	0.003659698	0.000305		
Total	14	0.232392321			

	Coefficients	Standard Error	t Stat	P-value	Lower 95%	Upper 95%	Lower 95.0%	Upper 95.0%
Intercept	8.99177588	0.038056905	236.27186	2.223E-23	8.908857007	9.074694753	8.908857007	9.074694753
X Variable 1	0.261621722	0.015212367	17.197962	8.062E-10	0.228476821	0.294766623	0.228476821	0.294766623
X Variable 2	0.082260076	0.009091954	9.0475681	1.044E-06	0.062450409	0.102069743	0.062450409	0.102069743

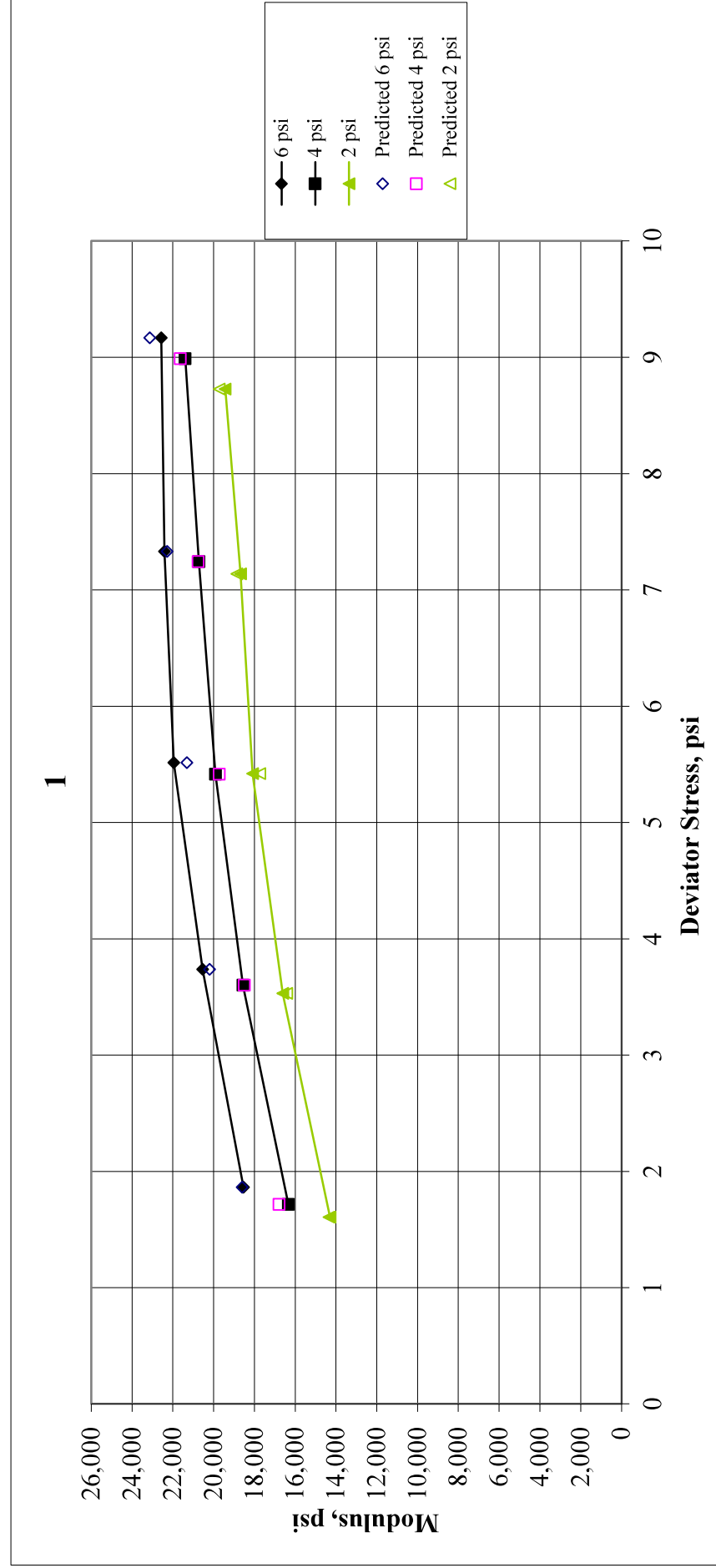
ax5	k1	k2	k3
Value	*EXP(AV2 *AV22	*AV23	
t-Stat	*+AX21	*+AX22	*+AX23

Universal Model Graph - US Customary Units

Braun Sample ID: 1

Station: B-10 @ 0.5'-2.5' BGS

Project: B2002825



APPENDIX B

CSWGP Coverage Letter and DOE Transfer of Coverage Form



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

April 27, 2021

Chelsea Harris
Washington State Parks and Recreation Commission
270 9th St NE Ste 200
East Wenatchee, WA 98802-7674

RE: Coverage under the Construction Stormwater General Permit

Permit number: WAR310108
Site Name: Steptoe Butte Heritage Site State Park
Location: Hume Road
Garfield County: Whitman
Disturbed Acres: 10.8

Dear Chelsea Harris:

The Washington State Department of Ecology (Ecology) received your Notice of Intent for coverage under Ecology's Construction Stormwater General Permit (CSWGP). This is your permit coverage letter. Your permit coverage is effective April 27, 2021.

Retain this letter as an official record of permit coverage for your site. You may keep your records in electronic format if you can easily access them from your construction site. You can get the CSWGP, permit forms, and other information at www.ecology.wa.gov/eCoverage-packet. Contact your Permit Administrator, listed below, if you want a copy of the CSWGP mailed to you. Please read the permit and contact Ecology if you have any questions.

Electronic Discharge Monitoring Reports (WQWebDMR)

This permit requires you to submit monthly discharge monitoring reports (DMRs) for the full duration of permit coverage (from the first full month of coverage to termination). DMRs must be submitted electronically using Ecology's secure online system, WQWebDMR. To sign up for WQWebDMR go to www.ecology.wa.gov/programs/wq/permits/paris/webdmr.html. If you have questions, contact the portal staff at (360) 407-7097 (Olympia area), or (800) 633-6193/option 3, or email WQWebPortal@ecy.wa.gov.

Appeal Process

You have a right to appeal coverage under the general permit to the Pollution Control Hearing Board (PCHB). Appeals must be filed within 30 days of the date of receipt of this letter. Any appeal is limited to the general permit's applicability or non-applicability to a specific discharger. The appeal process is governed by chapter 43.21B RCW and chapter 371-08 WAC. "Date of receipt" is defined in RCW 43.21B.001(2). For more information regarding your right to appeal, go to <https://apps.ecology.wa.gov/publications/summarypages/1710007.html> to view Ecology's Focus Sheet: *Appeal of General Permit Coverage*.

Annual Permit Fees

RCW 90.48.465 requires Ecology to recover the costs of managing the permit program. Permit fees are invoiced annually until the permit is terminated. Termination conditions are described in the permit. For permit fee related questions, please contact the Water Quality Fee Unit at wqfee_unit@ecy.wa.gov or (800) 633-6193, Option 2.

Ecology Field Inspector Assistance

If you have questions regarding stormwater management at your construction site, please contact your Regional Inspector, Shannon Adams of Ecology's Eastern Regional Office in Spokane at shannon.adams@ecy.wa.gov or (509) 329-3610.

Questions or Additional Information

Ecology is here to help. Please review our web page at www.ecology.wa.gov/constructionstormwaterpermit. If you have questions about the Construction Stormwater General Permit, please contact your Permit Administrator, Miya Spratt at miya.spratt@ecy.wa.gov, or (360) 407-6442.

Sincerely,



Jeff Killelea, Manager
Program Development Services Section
Water Quality Program



Instructions for Transfer of Coverage

Construction Stormwater General Permit

Instructions

This form is used to process two types of permit transfers: 1) Complete Transfer, or 2) Partial Transfer. Determine which type of transfer applies to your situation before filling out this form.

1. Complete Transfer: The original permittee has sold, or otherwise released control of the entire site to another party.

Required Paperwork for Complete Transfer:

- Either the current permittee, or the new permittee(s), must submit a complete and accurate Transfer of Coverage form to Ecology for each new party. The form must be signed by the current permittee **and** the new permittee.

2. Partial Transfer: The original permittee retains control over some portion of the site after selling or releasing control over a portion of the site.

Required Paperwork for Partial Transfer

- Either the current permittee or the new permittee(s) must submit a complete and accurate Transfer of Coverage Form for each new operator to Ecology. The form must be signed by the current permittee and the new permittee.
- For partial transfers, once all transfers are submitted, the original permittee should submit the Notice of Termination only if the portion(s) they still own or control have undergone final stabilization and meet the criteria for termination.

For Your Information

- When this form is 1) completed, 2) signed by the current and new permittee, and 3) submitted to Ecology, permit transfers are effective on the date specified at the top of page 1 (unless Ecology notifies the current permittee and new permittee of its intention to revoke coverage under the General Permit or if Ecology sends notice that the application is incomplete). If no date for the transfer of coverage is specified, Ecology will use the date of the last signature.
- The new permittee should keep a copy of the signed Transfer of Coverage form (which serves as proof of permit coverage) until Ecology sends documentation in the mail.
- Following the transfer, the new permittee must either: (1) use the Stormwater Pollution Prevention Plan (SWPPP) developed by the original operator, and modified as necessary, or (2) develop and use a new SWPPP that meets the requirements of the Construction Stormwater General Permit.
- For projects for which the original permittee has completed a Proposed New Discharge to an Impaired Waterbody Form (ECY 070-399), or for projects that are operating on sites with soil or groundwater contamination: Upon completion of the Transfer of Coverage form, the new permittee will adopt any special provisions made to protect water quality for sites that have existing contamination or that discharge to an impaired waterbody.

To request ADA accommodation including materials in a format for the visually impaired, call the Water Quality Program at 360-407-6600 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call 877-833-6341.

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Transfer of Coverage

Permit # WAR _____

Construction Stormwater General Permit

This form transfers permit coverage for all, or a portion of a site to one or more new operators.

Type of permit transfer (check one): Partial transfer (complete the Partial Transfer acreage below) Complete transfer

Specific date that permit responsibility, coverage, and liability is transferred to new operator: _____

**If no date is indicated Ecology will determine the date of transfer.*

Please see instructions for details on type of transfer.

<p>For PARTIAL TRANSFERS indicate the acreage remaining under your operational control:</p> <ul style="list-style-type: none"> •List total size of project/site remaining under your operational control following the partial transfer: _____ acres. •List total area of soil disturbance remaining under your operational control following the partial transfer: _____ acres. •Submitting this form meets the requirement to submit an updated NOI (General Permit Condition G9)

Current Operator/Permittee Information

Current Operator/Permittee Name:		Company:		
Business Phone:	Ext:	Mailing Address:		
Cell Phone:	Fax (optional):			
Email:		City:	State:	Zip+4:
Signature* (see signatory requirements in Section VIII):		Title:		
		Date:		

New Operator/Permittee Information

(the remainder of this form applies to the **new** Operator/Permittee)

<p>I. New Operator/Permittee (Party with operational control over plans and specifications or day-to-day operational control of activities which ensure compliance with Stormwater Pollution Prevention Plan (SWPPP) and permit conditions. Ecology will send correspondence and permit fee invoices to the permittee on record.)</p>				
Name:		Company:		
Business Phone:	Ext:	Unified Business Identifier (UBI): <i>(UBI is a nine-digit number used to identify a business entity. Write "none" if you do not have a UBI number.)</i>		
Cell Phone (Optional):	Fax (Optional):	E-mail:		
Mailing Address:		City:	State:	Zip + 4:
<p>II. Property Owner (The party listed on the County Assessor's records as owner and taxpayer of the parcel[s] for which permit coverage is requested. Ecology will not send correspondence and permit fee invoices to the Property Owner. The Property Owner information will be used for emergency contact purposes.)</p>				
Name:		Company:		
Business Phone:	Ext:	Unified Business Identifier (UBI): <i>(UBI is a nine-digit number used to identify a business entity. Write "none" if you do not have a UBI number.)</i>		
Cell Phone (Optional):	Fax (Optional):	E-mail:		
Mailing Address:		City:	State:	Zip + 4:

III. On-Site Contact Person(s) (Typically the Certified Erosion and Sediment Control Lead or Operator/Permittee)				
Name:		Company:		
Business Phone:	Ext:	Mailing Address:		
Cell Phone:	Fax(Optional):	City:	State:	Zip+4:
Email:				
IV. Site/Project Information				
Site or Project Name		Site Acreage Total size of your site/project (that you own/control): _____ acres. (Note: 1 acre = 43,560 sq. ft.)		
Street Address or Location Description (If the site lacks a street address, list its specific location. For example, Intersection of Highway 61 and 34.) _____		Total area of soil disturbance for your site/project over the life of the project: _____ acres. Include grading, equipment staging, excavation, borrow pit, material storage areas, dump areas, haul roads, side-cast areas, off-site construction support areas, and all other soil disturbance acreage associated with the project. (Note: 1 acre = 43,560 sq. ft.)		
Parcel ID#: _____ (Optional)				
Type of Construction Activity (check all that apply): <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Highway or Road (city ,county, state) <input type="checkbox"/> Utilities (specify): _____ <input type="checkbox"/> Other (specify): _____				
City (or nearest city):	Zip Code:	Estimated project start-up date (mm/dd/yy):		
County:		Estimated project completion date (mm/dd/yy):		
Record the latitude and longitude of the <i>main entrance</i> to the site or the approximate center of site.				
Latitude: _____ °N		Longitude: _____ °W		
V. Existing Site Conditions				
1. Are you aware of contaminated soils present on the site? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. Are you aware of groundwater contamination located within the site boundary? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. If you answered yes to questions 1 or 2, will any contaminated soils be disturbed or will any contaminated groundwater be discharged due to the proposed construction activity? <input type="checkbox"/> Yes <input type="checkbox"/> No ("Contaminated" and "contamination" here mean containing any hazardous substance (as defined in WAC 173-340-200) that does not occur naturally or occurs at greater than natural background levels.) If you answered yes to Question 3, please provide detailed information with the NOI (as known and readily available) on the natures and extent of the contamination (concentrations, locations, and depth), as well as pollution prevention and/or treatment Best Management Practices (BMPs) proposed to control the discharge of soil and/or groundwater contaminants in stormwater. This should include information that would be included in related portions of the Stormwater Pollution Prevention Plan (SWPPP) that describe how contaminated and potentially contaminated construction stormwater and dewatering water will be managed.				

VI. WQWebDMR (Electronic Discharge Monitoring Reporting)

You must submit monthly discharge monitoring reports using Ecology's WQWebDMR system. To sign up for WQWebDMR, or to register a new site, go to <https://www.ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-guidance/WQWebPortal-guidance>. If you are unable to submit your DMRs electronically, you may contact Ecology to request a waiver. Ecology will generally only grant waiver requests to those permittees without internet access. Only a permittee or representative, designated in writing, may request access to or a waiver from WQWebDMR. To have the ability to use the system immediately, **you must submit the Electronic Signature Agreement with your transfer of coverage form**. If you have questions on this process, contact Ecology's WQWebDMR staff at WebDMRPortal@ecy.wa.gov or 800/633-6193 or 360-407-7097 (local). Note: DMRs are optional for permitted sites under 1 acre that do not discharge to impaired waterbodies.

VII. Discharge/Receiving Water Information

Indicate whether your site's stormwater and/or dewatering water could enter surface waters, **directly and/or indirectly**:

Water will discharge directly or indirectly (through a storm drain system or roadside ditch) into one or more surface waterbodies (wetlands, creeks, lakes, and all other surface waters and water courses).

If your discharge is to a storm sewer system, provide the name of the operator of the storm sewer system:
(e.g., City of Tacoma): _____

Water will discharge to ground with 100% infiltration, with no potential to reach surface waters under any conditions.

If your project includes dewatering, you **must** include dewatering plans and discharge locations in your site Stormwater Pollution Prevention Plan.

Location of Outfall into Surface Waterbody

Enter the outfall identifier code, waterbody name, and latitude/longitude of the point(s) where the site has the potential to discharge into a waterbody (the outfall). Enter all locations. **See illustration of Surface Waterbody Outfall locations at the end of this form.**

- Include the names and locations of both direct and indirect discharges to surface waterbodies, even if the risk of discharge is low or limited to periods of extreme weather. **Attach a separate list if necessary.**
- Give each point a unique 1-4 digit alpha numeric code. This code will be used for identifying these points in WQWebDMR.
- Some large construction projects (for example, subdivisions, roads, or pipelines) may discharge into several waterbodies.
- If the creek or tributary is unnamed, use a format such as "unnamed tributary to Deschutes River."
- If the site discharges to a stormwater conveyance system that in turn flows to a surface waterbody, include the surface waterbody name and location.

Outfall Identifier Code. These cannot be symbols. (Maximum of 4 characters).	Surface Waterbody Name at the Outfall	Latitude Decimal Degrees	Longitude Decimal Degrees
Example: 001A	Example: Puget Sound	47.5289247° N	-122.3123550° W
		° N	° W
		° N	° W
		° N	° W

If your site discharges to a waterbody that is on the impaired waterbodies list (e.g., 303[d] list) for turbidity, fine sediment, high pH, or phosphorus, Ecology will require additional documentation before issuing permit coverage and these sites will be subject to additional sampling and numeric effluent limits (per Permit Condition S8). Ecology will notify you if any additional sampling requirements apply. Information on impaired waterbodies is available online at: <https://www.ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Assessment-of-state-waters-303d>.

Before signing, please use the following checklist to ensure this form is complete:

- All spaces on this form have been completed. (Attach additional sheets if necessary)
- The transfer form has been signed by both the current permittee (see Page 1) **and** the new permittee (see Section VIII below).
- The date permit responsibility was transferred is specified. (See Page 1)
- New Operator/Permittee: Before you submit this form to Ecology, please retain a copy for your records – this will serve as proof of permit coverage until documentation arrives from Ecology.
- For partial transfers: If the original permittee no longer owns or controls any portions of the site that meet the criteria for termination, the original permittee must submit a Notice of Termination (NOT) to terminate permit coverage. See the CSWGP website for a link to the NOT form: www.ecology.wa.gov/constructionstormwaterpermit.
- For sites with contaminated soils/groundwater or a new discharger to an impaired waterbody: Any special provisions to protect water quality put in place at the time of initial coverage have been reviewed and adopted by the new permittee.

Administrative Order Docket No. _____

VIII. Certification of New Permittee

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Printed/Typed Name

Company (operator/permittee only)

Title

Signature of New Operator/Permittee

Date

Signature of Operator/Permittee requirements:

- A. For a corporation: By a responsible corporate officer.
- B. For a partnership or sole proprietorship: By a general partner or the proprietor, respectively.
- C. For a municipality, state, federal, or other public facility: By either a principal executive officer or ranking elected official.

Please sign and return this **ORIGINAL** document to the following address:

Department of Ecology – Construction Stormwater
 PO Box 47696
 Olympia, WA 98504-7696

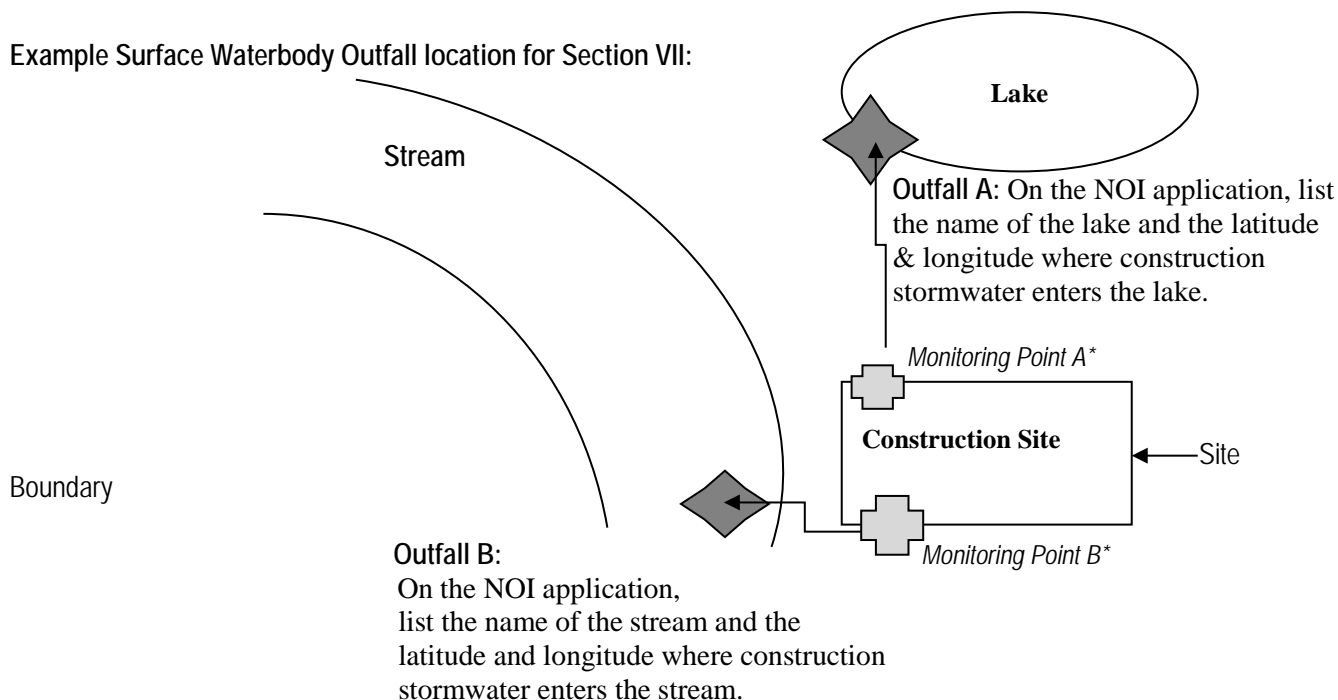
If you have questions about this form, contact the following Ecology staff:

Location	Contact Name	Phone	E-mail
City of Seattle, and Kitsap, Pierce, and Thurston counties	Josh Klimek	360-407-7451	josh.klimek@ecy.wa.gov
Island, King, and San Juan counties	RaChelle Stane	360-407-6556	rachelle.stane@ecy.wa.gov
Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Skagit, Snohomish, Spokane, Stevens, Walla, Whatcom, and Whitman counties.	Shawn Hopkins	360-407-6442	shawn.hopkins@ecy.wa.gov
Benton, Chelan, Clallam, Clark, Cowlitz, Douglas, Grays Harbor, Jefferson, Kittitas, Klickitat, Lewis, Mason, Okanogan, Pacific, Skamania, Wahkiakum, and Yakima counties.	Joyce Smith	360-407-6858	joyce.smith@ecy.wa.gov

You must submit monthly discharge monitoring reports using Ecology's WQWebDMR system. To sign up for WQWebDMR, or to register a new site, go to www.ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-guidance/WQWebPortal-guidance. If you are unable to submit your DMRs electronically, you may contact Ecology to request a waiver. Ecology will generally only grant waiver requests to those permittees without internet access. Only a permittee or representative, designated in writing, may request access to or a waiver from WQWebDMR. To have the ability to use the system immediately, **you must submit the Electronic Signature Agreement with your application.**

If you have questions on this process, contact Ecology's WQWebDMR staff at WQWebPortal@ecy.wa.gov or 800-633-6193 or 360-407-7097 (local).

Example Surface Waterbody Outfall location for Section VII:



*Note: The monitoring points are for illustration only and are not required on this Notice of Intent application form. Monitoring point information will be entered on the monthly discharge monitoring report as required for active permits.

To request ADA accommodation including materials in a format for the visually impaired, call the Water Quality Program at 360-407-6600 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TYY at 877-833-6341.

APPENDIX C
DNR Land Use License



LAND USE LICENSE ("License")

License No 60-SE2504

THIS LICENSE is between the STATE OF WASHINGTON, acting by and through the Washington State Parks and Recreation Commission, herein called the "Licensee" and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called the "DNR" dated as of 3/21 2025. This agreement will take effect when both parties have signed the original agreement, and all required documents, including payment for the License are returned to DNR, and Licensee has completed all actions that must be completed prior to the Effective Date as specified below.

Issuance. DNR, hereby issues to Licensee a non-exclusive, revocable license (hereafter "License") over a parcel of land in Whitman County legally described as set forth in Exhibit A, (collectively referred to as "Premises") subject to the applicable terms and conditions herein, adjacent to Steptoe Butte State Park Heritage Site.

Permitted Uses and Activities. Staging, vehicle turn around area, use of quarry for storage of rocks for up to five (5) years. Activities may include:

- a. Surveying boundaries of area of impact.
- b. Taking vegetation samples using hand shovels and transporting to onsite replanting or a nursery for protection of Palouse prairie plants.
- c. Operating light vehicles on rights of way identified herein; and
- d. Traversing the Premises on foot to store rocks in the quarry.

The permitted uses and activities of this License shall not interfere with DNR's land management activities, nor be changed or modified without the prior written consent of DNR, which shall be

at its sole discretion. Any unauthorized use of the License may result in immediate suspension of the License followed by termination if the unauthorized use is not resolved to the satisfaction of DNR.

Prohibited Uses and Activities.

Licensee will not engage in the following activities on DNR's managed lands while performing work under this License:

- a. Clearing;
- b. Construction of new roads;
- c. Camping;
- d. Lighting any type of campfire, cookfire, or any other fire; and,
- e. Recreational activities.

The preceding list of prohibited activities is not intended to be exhaustive but is provided to illustrate the types of activities not permitted by this License.

Access. Provisions for the use of rights of way across DNR's managed land (hereafter "State Lands"), including the Premises and access to the Premises are as follows:

- a. A nonexclusive right to use land for storage of rocks and vehicle turn around over and across the location shown on the map(s) attached as Exhibit B ("Access").
- b. Licensee may use the existing access roads on the Premises shown on the Plan of Operations and authorized by the Region Representative.

Condition of Premises. Licensee accepts the Premises in its present condition. The DNR has no obligation to make any repairs, additions, or improvements thereto and expressly disclaims any warranty that the Premises are suitable for the intended use.

Term. This License is valid from January 1, 2025, through December 31, 2030.

Revocation. This License may be revoked by DNR at will or upon material breach of any of the conditions herein. DNR may suspend but shall not revoke this License without providing Licensee prior notice and a reasonable opportunity to satisfy DNR's concern(s); provided however, DNR shall retain sole discretion over the decision to revoke this License.

Permittees. Licensee may permit its respective employees, agents, contractors, sub-contractors, licensees, and their agents, herein individually referred to as "Permittee" and collectively referred to as "Permittees", to exercise the rights granted herein. Acts or omissions of the Permittees operating under this License shall be deemed an act of the Licensee. Restrictions or requirements placed on the Licensee herein shall apply equally to the Permittees.

DNR Representative. DNR shall designate a representative from each applicable DNR Region

who will authorize plans of operation, provide Licensee with the records or information referenced in this License, and resolve issues arising from this License (hereafter "Region Representative"). DNR may change the Region Representative by providing written notice to the Licensee.

Licensee Representative. Licensee shall designate a representative who will have the authority to take any actions necessary to administer this License, to include executing a plan of operations and resolving issues arising from this License (hereafter "Project Representative"). The Licensee may change its Project Representative with advance written notice to DNR.

Timber and Reproduction. "Timber" is defined as merchantable trees at least 6 inches in diameter (measured at 4.5 feet from ground level). "Reproduction" is defined as a tree less than 6 inches in diameter that may be planted or naturally grown. Licensee shall not remove or damage timber or reproduction within or outside of the Premises without written prior approval from DNR. Licensee shall pay DNR the appraised value of timber damaged or cut, and Five and No/100 Dollars (\$5.00) for reproduction damaged or cut.

Restoration of Premises. Licensee assumes responsibility for restoration of Premises to a condition equal to or better than its condition immediately prior to Licensee's use. Such restoration shall be completed prior to expiration of this License unless the Parties agree to renew or extend the License.. Restoration includes repairing ground disturbance, re-seeding and revegetating, facilities or improvements, cleaning up litter, filling test pits, and removing debris. All damage will be repaired, mitigated or reclaimed to the satisfaction of the Region Representative, which will not be unreasonably withheld.

License Inspection. A copy of this License must be available on the Premises at all times for inspection by the DNR or an authorized law enforcement agency during licensed activity.

Prior Rights. This License is subject to any rights and valid claims previously granted or conveyed by DNR, and to any rights and valid claims pending on or encumbering the Premises. Licensee's rights herein are subject to all matters of public record, and to all prior unrecorded easements, permits, leases and agreements affecting the Premises that are filed with the Department of Natural Resources in Olympia, Washington and with its Region offices (copies of which will be provided upon request).

Compliance with Laws. Licensee shall comply with all applicable laws, including but not limited to all State regulations, county and municipal laws, ordinances, or regulations.

Required Permits and Licenses. Licensee shall obtain and be in possession of all permits and licenses required for the permitted use and shall provide proof of such permits and licenses upon request by DNR.

Plan of Operations. For each applicable DNR Region, Licensee shall meet with the Region

Representative and agree in writing to a plan of operations (“Plan of Operations”) at least thirty (30) days prior to commencement of the activity on the Premises, including use of roads. DNR, at its sole discretion, may place restrictions on Licensee’s use of the Premises that ensures protection of the Premises and other uses. Any material breach of the Plan of Operations will be considered a material breach of this License.

The Plan of Operations shall include, but not be limited to the following requirements as determined by DNR:

- a. access plan;
- b. color and type of any markers;
- c. noxious weed prevention and control;
- d. erosion control;
- e. confirming a road may be used by Licensee;
- f. work that must be performed on the Premises or roads prior to, during, or upon completion of use under this License;
- g. removal and reestablishment for access berm;
- h. fire prevention closures and restrictions;
- i. vehicle type restrictions on quarry access use;

Fire Prevention. Licensee shall take all reasonable measures to prevent and minimize the start and spread of fire on or adjacent to Premises. Measures shall include ensuring all vehicles carry a fire extinguisher of at least a 5 B/C rating and a serviceable shovel, following Licensee safety operating procedures which include compliance with Washington Administrative Code (WAC) 332-24-301 (Industrial restrictions) and WAC 332-24-405 (Spark emitting requirements) as now written or later amended.

DNR shall have the right, but not the duty, to notify Licensee of fire hazards created by Licensee activities that need to be controlled on the Premises and adjacent State Lands. As soon as possible but no later than two weeks unless otherwise agreed upon, Licensee shall remediate the fire hazard created by Licensee, or provide an acceptable plan for such fire hazard remediation.

Roads. Roads may not be used when excessive damage due to weather or other conditions will result. During operations under this License, the Licensee shall take such precautions as necessary to minimize insofar as possible soil erosion, soil stream delivery, and damage to the soil as required under Washington State Forest Practices. Licensee shall not obstruct roads or take action that restricts the flow of traffic or use on roads without DNR’s written permission.

Parking. Licensee shall display a copy of this License on the vehicle dashboard when parking on State Lands. Licensee shall park so as to not obstruct roads, turnouts on active haul routes, or the operation of gates.

Repairs. Licensee shall repair damage to the roads, trails or facilities arising out of its use to a

condition equal to or better than their condition immediately prior to such use with the exception of damage caused through normal and prudent usage.

Road Maintenance. During periods when a road, or portion thereof, is being used by the Licensee, that portion of the road so used shall be maintained by said party at its own expense and, at the termination of each period of such use, shall be left in a condition equal to or better than the condition of the road immediately prior to said use.

Survey Markers. Licensee shall not destroy any land survey corner monuments or reference points (including but not limited to corner markers, witness objects, or line markers) without prior written approval from DNR, which shall not be unreasonably withheld. Monuments or reference points that must necessarily be disturbed or destroyed during road construction or maintenance activities must be adequately referenced and replaced, at Licensee's cost, under the direction of a Professional Land Surveyor licensed in Washington, in accordance with all applicable State law in effect at the time of construction, including but not limited to RCW 58.24, and all State regulations pertaining to preservation of such monuments and reference points.

Cultural Resources and Inadvertent Discovery: See Exhibit C.

Protection of Natural Resources and Improvements. Licensee shall take all reasonable precautions to prevent or minimize damage to natural resources (e.g., vegetation, wildlife, soil, water) and improvements (crops, buildings, roads, etc.) within the Premises. Licensee shall cut no State timber, remove no State-owned valuable materials (as defined in RCW 79.02.010), in addition to coal, minerals, oil or gas, not disturb or remove any cultural, historical or paleontological (fossil) resources, without the prior written consent of the DNR. All ground disturbance shall be kept within the Premises unless otherwise approved by DNR in advance. Survey and transportation equipment shall be set back from the stream, lake, pond and wetland bank so surveying activities will not damage or encroach on riparian or wetland areas.

Waste. Licensee shall not cause or permit any filling activity to occur in or on the Premises, except as approved by DNR. Licensee shall not deposit refuse, garbage, or other waste matter or use, store, generate, process, transport, handle, release, or dispose of any hazardous substance, or other pollutants in or on the Premises except in accordance with all applicable laws.

The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA 42 USC 9601 *et seq.*) as administered by the U.S. Environmental Protection Agency, or the Washington Model Toxic Control Act (MTCA RCW 70A.305) as administered by the State Department of Ecology.

Licensee shall immediately assume responsibility for a hazardous substance release (spill) caused

by Licensee or its Permittees on or adjoining the Premises.

As responsible party, Licensee shall:

- Immediately notify all necessary emergency response agencies, as required under federal, state and local laws, regulations, or policies.
- After emergency response agency notifications are completed, notify DNR of all spill releases, Licensee actions completed for spill reporting, and actions planned or completed toward spill cleanup. DNR notification requirements are “same business day” notification for normal state work days and “next available business day” notification for weekends and holidays.
- At Licensee’s sole expense, conduct all actions necessary to mitigate the spill release. Mitigation response actions may include, but are not necessarily limited to, initial release containment, follow-up site cleanup and monitoring actions, and continued contact and coordination with regulators and DNR, as defined under the aforementioned laws, regulations, policies and this License.
- Other than performing initial emergency response cleanup/containment actions, obtain approvals in advance of all site cleanup actions (e.g., site characterization investigations, feasibility studies, site cleanup and confirmation sampling, and groundwater monitoring) conducted on State lands, in coordination with regulatory agencies and DNR.
- Obtain and understand all necessary hazardous substance spill release notification and response mitigation requirements, in advance of conducting Licensee operations on State Land.

Habitat Conservation Plan. The Premises are located within an area that is subject to DNR's Habitat Conservation Plan adopted in connection with Incidental Take Permit No. TE812521-1 (ITP) as supplemented by Permit No. 1168 (Collectively "ITP"). As long as the Habitat Conservation Plan remains in effect, Licensee and all persons acting under this License shall comply with the terms and conditions set forth below while operating on the Premises. DNR shall have the right to modify these terms and conditions from time to time to comply with the Habitat Conservation Plan, the ITP, the Endangered Species Act, the implementing regulations, and amendments thereto, or the requirements of the federal agencies administering these laws.

- 1) Licensee shall notify DNR of the following:
 - a) That Licensee has discovered locations of any species listed by the U.S. Fish and Wildlife Service as threatened or endangered species (listed species) under the Endangered Species Act as such list may be updated from time to time; and
 - b) That Licensee has located any live, dead, injured, or sick specimens of any listed species.

- 2) Notification required in subsection 1) must in all circumstances occur as soon as practicable but in any event within 24 hours.
- 3) Licensee may be required to take certain actions to help DNR safeguard the well-being of any live, injured or sick specimen of any listed species until the proper disposition of such specimen can be determined by DNR.
- 4) Any application for a Forest Practices Permit submitted by Licensee for activities on the Premises must identify that the Premises is covered by the HCP.

Clean Water Act. Licensee is subject to the federal Clean Water Act (CWA) enforced by the Washington State Department of Ecology (DOE) through its delegated authority. Licensee shall perform its activities on State Lands in a manner to prevent entry, or spillage of solid matter, contaminants, debris, and other pollutants and wastes into flowing water, dry watercourses, lakes, ponds, and underground water sources. Activities near streams or other bodies of water shall not cause the water turbidity to exceed State DOE water quality standards for the stream. Licensee shall not block or divert water courses unless by permit. When DNR is aware of actual or potential noncompliance with applicable CWA requirements by Licensee that affect water quality, DNR will notify Licensee and DOE. Licensee shall work with DOE and notify DNR of any remedial actions or mitigation measures required by DOE or Licensee to cure the problem.

Noxious Weed Control. Licensee shall control, at its own cost, all noxious weeds on any portion of the Premises where Licensee's activities may have caused or aggravated an infestation of noxious weeds, unless otherwise agreed upon. Licensee shall be responsible for its proportional cost for noxious weed control where Licensee's activities may have caused or aggravated an infestation of noxious weeds on adjacent land. Payment for noxious weed control may include in-kind services or materials. Licensee is responsible for notifying DNR of noxious weed problems and mitigating noxious weed problems attributable to Licensee's activities.

Responsibility of the Parties. DNR and Licensee are part of the state of Washington and protected by the State's self-insurance liability program as provided by RCW 4.92.130 as it may be later amended or modified. DNR and Licensee each assume responsibility for damages to third parties attributable to the negligent acts or omissions of the individual party. Each agency shall be responsible for losses that arise out of their own acts and omissions and those of its officers, employees, and agents.

To the extent allowed by law, Licensee shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR and its officers, employees, and agents from all claims, damages, suits, and injuries arising out of its use of this License by Licensee, its employees, agents and Permittees. DNR shall not require Licensee to indemnify, defend, and hold harmless DNR for claims that arise solely out of the negligence of DNR and its officers, employees, and agents as well as claims that arise out of the DNR's proportionate share of any concurrent negligence.

Neither party to this License shall be responsible for the acts or omissions of entities or individuals not a party to this License.

Hold Harmless and Indemnification. Licensee shall include a hold harmless and indemnification clause in any contract or third party authorization ("Permit") substantially in the form described below, whenever Licensee allows its Permittees, other than a state or federal entity, to exercise Licensee's rights under this License.

"To the fullest extent permitted by law, Contractor [authorized third party] shall indemnify, defend (with counsel acceptable to State's Attorney General) and hold harmless the State of Washington, acting by and through the Department of Natural Resources (DNR), its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the Contract [Permit] on DNR-managed lands including but not limited to the use, storage, generation, processing, transportation, handling, disposal, release, or threatened release of any hazardous substance or materials. Contractor's [authorized third party's] obligation to indemnify, defend, and hold harmless includes any claim by Contractor's [authorized third party's] agents, employees, representatives, or any subcontractor or its employees. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor [authorized third party] expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to Contractor's [authorized third party's] performance or failure to perform the Contract [Permit]. Contractor's [authorized third party's] obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. Contractor [authorized third party] waives its immunity under Title 51 RCW (Industrial insurance) to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees."

Insurance. DNR requires that all Permittees, other than state or federal entities, obtain liability insurance policies while operating under the License. Licensee shall require all such Permittees to obtain the same liability insurance policy and to comply with all State of Washington workers' compensation statutes and regulations by incorporating the following or substantially similar language in its contracts or other authorizing instrument:

"The limits of insurance, which may be increased by DNR as deemed necessary, shall not be less than as follows: Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit.

Employer's liability ("Stop Gap") insurance, and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) insurance, and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later versions of CA 00 01. The [contractor] [Permittee] waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

For purposes of tribes or tribal entities working on state lands where the tribe does not carry a BAP covering the contractor; contractor's employees, agents, or members shall be required to purchase and maintain Personal Auto Policy (PAP) insurance which covers damages for bodily injury and property damage for which contractor's employees, agents, or members become legally liable. Such insurance must cover the use of any auto used by contractor's employees, agents, or members. Such coverage shall be on an occurrence basis. The PAP shall provide liability coverage with limits not less than those specified below:

TYPE OF COVERAGE	PERSON	OCCURRENCE
Bodily Injury	\$100,000	\$300,000
Property Damage	N/A	\$50,000

[Contractor][Permittee] shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of the contractor. Except as prohibited by law, contractor waives all rights of subrogation against State for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

All insurance must be purchased on an occurrence basis and should be issued by companies admitted to do business within the State of Washington and have a rating of A- or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved in advance by the Risk Manager for DNR. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW (Unauthorized insurers) and Chapter 284-15 WAC (Surplus line insurance.)

The State of Washington, Department of Natural Resources, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, and umbrella insurance policies. Before using any said rights granted herein, [contractor][Permittee] shall furnish DNR with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified above.

DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to herein, as prescribed in statute (Chapter 48.18 RCW (The insurance contract) or Chapter 48.15 RCW (Fees and taxes)).

[Contractor] [Permittee] must comply with all insurance requirements stated herein. Failure of [contractor][Permittee] to comply with insurance requirements does not limit the [contractor's] [Permittee's] liability or responsibility.

All insurance provided in compliance with this [contract][other authorizing instrument] shall be primary as to any other insurance or self-insurance programs afforded to or maintained by DNR. [Contractor] [Permittee] shall waive all rights against DNR for recovery of damages to the extent that any claim for damages is covered by [contractor's] [Permittee's general liability or umbrella insurance required by this [contract][authorizing instrument]].

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect [contractor][Permittee] and such coverage and limits shall not limit [contractor's][Permittee's] liability under the indemnities and reimbursements granted to DNR in this [contract][authorizing instrument]."

This License shall not be effective until the State receives a Certificate of Insurance that complies with the requirements of this provision.

Notice. Unless otherwise specified herein, any notices required or permitted under this License may be delivered personally, sent by facsimile machine, emailed with acknowledgment of receipt, or mailed certified, return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, acknowledgment of receipt, or upon confirmation of facsimile, whichever is applicable.

To DNR:
Southeast Region
Natural Areas Program
Department of Natural Resources
713 Bowers Road
Ellensburg, WA 98926

To Licensee:
Washington State Parks & Recreation
Real Estate Program
PO Box 42650
Olympia, WA 98504-2650
Ken Graham

Keyna Bugner
(509) 607-1851
Fax: (509) 925-8529
Keyna.bugner@dnr.wa.gov

(360) 902-8680
Ken.Graham@parks.wa.gov

Temporary Markers. Unless otherwise agreed upon, DNR shall not be responsible for preserving any temporary markers such as stakes, flags, paint, tags or signs used by Licensee for purposes consistent with this License ("Temporary Markers"). DNR shall take reasonable precautions to avoid damage to Temporary Markers placed by Licensee, but DNR is not liable for third party damage to same. Prior to placing Temporary Markers on Premises, Licensee shall inform DNR in writing of location and provide a general description of such Temporary Markers. Licensee shall remove all Temporary Markers from Premises upon completion of operation or termination of License, whichever occurs first.

Integrated Agreement; Modification. This License, including appendices and attachments, constitutes the entire agreement and understanding of the parties with respect to the subject matter of the License and supersedes all prior negotiations and representations. This License may not be modified except in writing signed by the parties. The parties agree to execute any additional documents reasonably necessary to effectuate the provisions and purposes of this License.

Severability. If any provision of this License is held to be invalid or unenforceable, this provision shall not affect or invalidate the remainder of this License, and to this end, the provisions of this License are declared to be severable. If any such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this License.

Non-waiver. The waiver by DNR of any breach or the failure of DNR to require strict compliance with any term herein shall not be deemed a waiver of any subsequent breach.

Assignment. This License, and any of the rights granted herein, shall not be assigned.

Construction. The terms of this License shall be given their ordinary meaning unless defined herein and shall not be presumed construed against the drafter.

Exhibits. All exhibits referred to in this License are deemed to be incorporated in this License in their entirety.

Headings. The headings in this License are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this License nor the meaning of any of its provisions.

Survival. All obligations of Licensee to be performed prior to the expiration or earlier termination shall not cease upon the termination or expiration of this License, and shall continue as obligations until fully performed. All clauses of this License which require performance beyond the termination or expiration date shall survive the termination or expiration date of this License.

Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this License at different times and places by the parties shall not affect its validity so long as both parties execute a counterpart of this License.

WITNESS WHEREOF, the parties hereto have caused this License to be executed as below subscribed.

STATE OF WASHINGTON
Washington State Parks & Recreation
Commission

Dated: March 20, 2025.

Signed by:
Heather Saunders

Heather Saunders
Director of Parks Development
Phone: (360) 902-8651

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: March 21, 2025.

Signed by:
Stephanie Margheim

Stephanie Margheim
Assistant Region Manager
713 Bowers Road
Ellensburg, WA 98926
Phone: (509) 925-8510



Approved as to form
May 25, 2016
by Mike Rollinger
Assistant Attorney General
for the State of Washington

Exhibit A Premises

Staging and storage area as shown within the pink areas on the Site Map, totaling approximately 1 acre. The site is located within the NW1/4NE1/4 of Section 30, Township 18 North, Range 44 East, W.M., in Whitman County Washington.

Site Map



Exhibit B Access

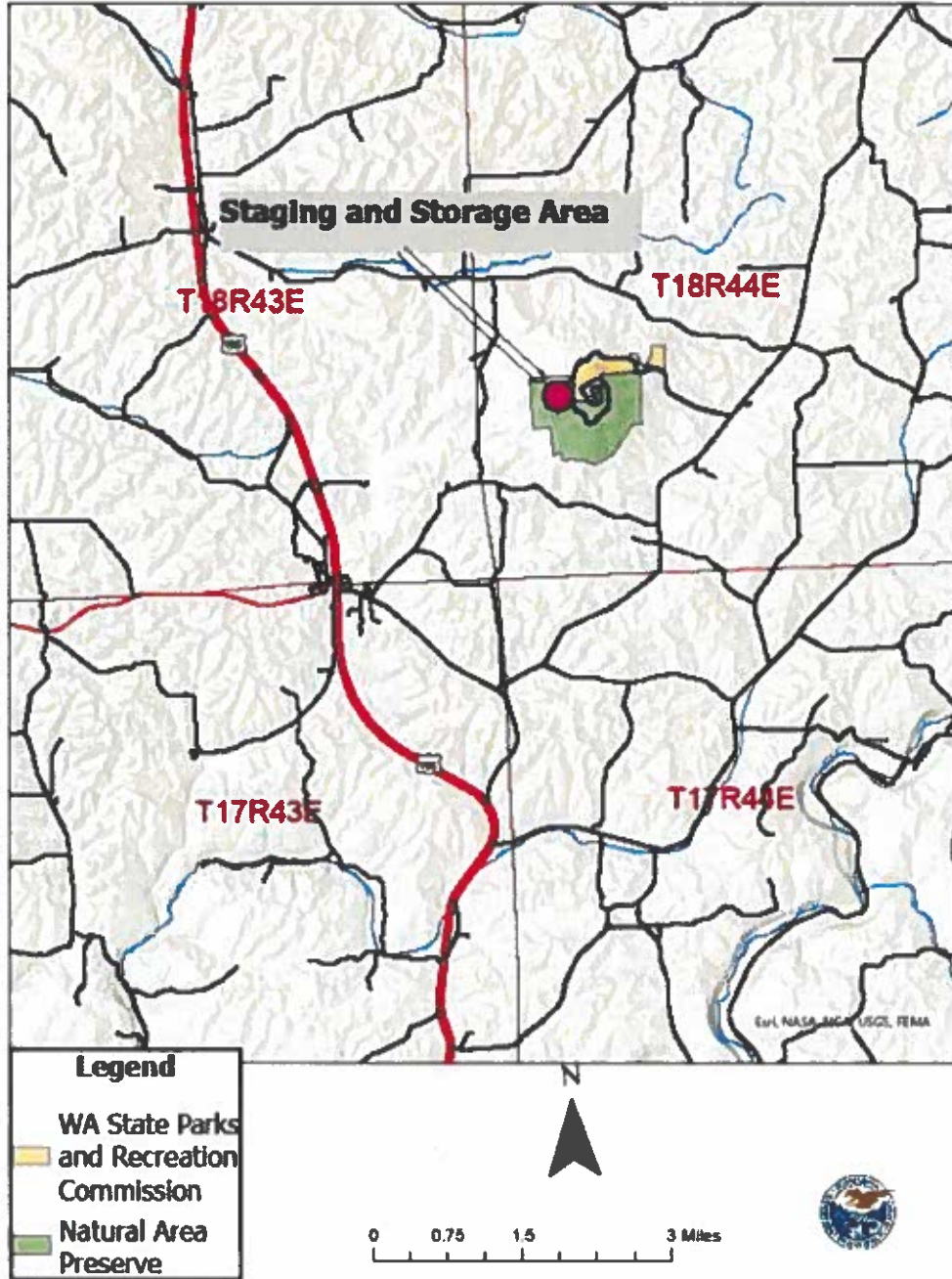


Exhibit C

**Inadvertent Discoveries of Cultural Resources and Human Skeletal Remains
Steptoe Butte State Park Heritage Site, Whitman County**

Many of Washington’s most important heritage sites reside on lands owned or managed by the Washington State Parks and Recreation Commission (WSPRC). Nearly all Washington State Parks contain one or more important historic buildings, structures, or archaeological sites. For this reason, archaeological surveys and historic building inventories are ordinarily commissioned as a part of background analysis and information gathering for park developments and undertakings. Results of these surveys are used during project planning to ensure every effort is made to avoid impacts to cultural resources. Yet, despite these efforts, there **always** remains some potential for unanticipated discoveries while working in Washington State Parks.

All unanticipated discoveries, both cultural resources and human skeletal remains, are subject to all applicable federal and state statutes, regulations, and executive orders. For these reasons, the Inadvertent Discovery Plan (IDP) provides useful guidance and instructions for circumstances when cultural resources or human skeletal remains are found. Please carefully read these instructions. If you have any questions, please contact the appropriate WSPRC Area Manager or the WSPRC archaeologist assigned to the undertaking. It is also strongly recommended that anyone conducting ground-disturbing activities watch the training video produced by Washington State Dept of Ecology: [Inadvertent Discovery of Cultural Resources or Human Remains: Training for Field Staff](#). This IDP for cultural resources and human skeletal remains is based on [RCW 27.44](#), [RCW 27.53](#), [RCW 68.50.645](#), [RCW 27.44.055](#), and [RCW 68.60.055](#) and [recommended language](#) from the Department of Archaeology and Historic Preservation (DAHP).

INADVERTENT DISCOVERY PLAN FOR CULTURAL RESOURCES

If cultural resources are found during a project, activity in the immediate area of the find should be discontinued (**stop**), the area secured (**protect**), and the WSPRC archaeologists notified to assess the find (**notify**). *When in doubt, assume the material is a cultural resource and implement the IDP outlined below.*

Recognizing Cultural Resources-Types of Historic/Precontact Artifacts and/or Activity Areas That May Be Found

- **Artifacts-** Both historic and precontact artifacts may be found exposed in backhoe trenches or back dirt piles.
 - Precontact artifacts may range from finished tools such as stone pestles, arrowheads/projectile points, shell beads, or polished bone tools to small pieces or “flakes” or “chips” of exotic stone such as chert, jasper, or obsidian.
 - Historic artifacts may include older (more than 50 years) nails, plates/ceramics, bottles, cans, coins, glass insulators, or bricks.

- Old abandoned industrial materials from farming, logging, railways, lighthouses, and military installations.
- Activity Area/Cultural Features- While excavating trench lines look for evidence of buried activity areas/cultural features such as old campfire hearths or buried artifacts.
 - An area of charcoal or very dark stained soil with artifacts or burned rocks may be a fire hearth.
 - A concentration of shell with or without artifacts may be shell midden deposits.
 - Modified or stripped trees, often cedar or aspen, or other modified natural features, such as rock drawings or carvings
- Historic building foundation/structural remains- During excavation, buried historic structures (e.g., privies, building foundations) that are more than 50 years old may be found.
- Bone- Complete or broken pieces of bone may be discovered exposed in trench walls or in back dirt piles. Bone can come from either animal remains or human remains and requires a trained professional to identify. If you find bone, notify the WSPRC archaeologist immediately and follow their directions.

Steps to Take If a Cultural Resource Is Found During Construction

1. **Stop** if a cultural resource(s) is observed or suspected, all work within the immediate area of the discovery must stop.
2. **Protect** the area from further disturbance. Do not touch, move, or further disturb the exposed materials/artifacts. Create a protected area with temporary fencing, flagging, stakes, or other clear markings that is large enough (30 feet or larger) to protect the discovery location area. The WSPRC archaeologist can help determine the size of the protected area. Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site.
3. **Notify** the WSPRC archaeologist. If the area needs to be secured, notify the Park Ranger or Park staff as well.
4. If requested by the WSPRC archaeologist, take photographs with a scale (e.g., pen, coin, etc.) and collect geospatial information of the discovery site to document the initial finds.

What Not to Do If a Cultural Resource Is Found During Construction

- Do not remove any artifacts from the site of the discovery.
- Do not dig out objects protruding from any trench walls as this may cause further damage to artifacts and/or destroy important contextual information.
- Do not share any information about the find, including on social media, except as necessary to implement the IDP.

What Happens Next?

1. The find will be assessed by a professional archaeologist (may be a WSPRC archaeologist or an archaeology consultant).
 - a. If the find is not a cultural resource, construction work may resume.

- b. If the find is a cultural resource, the WSPRC archaeologist will contact the DAHP and affected Tribes, as appropriate, to develop a suitable treatment plan for the resource.
2. Construction work may resume in the protected area after the WSPRC archaeologist assigned to the undertaking has determined that the find has been adequately investigated and, if necessary, a treatment plan and monitor are in place to protect any remaining archaeological deposits.

INADVERTENT DISCOVERY PLAN FOR HUMAN SKELETAL REMAINS

Native American burials and historic grave sites are common features on Washington State Park lands. These remains, as well as any associated artifacts or funerary objects, are protected under state law and, if the park is a federal lease, applicable federal law. If you discover human remains (or bones that you believe may be human remains) during construction, please follow these important instructions. It is imperative that reporting and treatment of any human remains found during construction or any ground-disturbing activities are treated with utmost dignity and respect.

Steps to Take If Human Skeletal Remains are Found During Construction

1. **Stop** if human skeletal remains observed or suspected, all work within the immediate area of the discovery must stop.
2. **Protect** the area from further disturbance. Do not touch, move, or further disturb the remains. Cover the remains with a tarp or other materials (not soil or rocks) for temporary protection in place and shield them from being photographed. Create a protected area with temporary fencing, flagging, stakes, or other clear markings that is large enough (30 feet or larger) to protect the discovery location area. The WSPRC archaeologist can help determine the size of the protected area. Do not permit vehicles, equipment, or unauthorized personnel to traverse the discovery site.
3. **Notify** local law enforcement (Park Ranger) and the appropriate county medical examiner/coroner as soon as possible. If you are unsure if the remains are human, the physical anthropologist at DAHP may be called. Also notify the Area Manager, the WSPRC archaeologist, and the WSPRC Curator of Collections/NAGRPA Specialist of the discovery of the remains.
4. If requested by the local law enforcement, the county coroner/examiner, the DAHP physical anthropologist, or the WSPRC archaeologist, take photographs with a scale (e.g., pen, coin, etc.) and geospatial information of the discovery site to document the initial finds.

What Not to Do If Human Skeletal Remains are Found During Construction

- Do not pick up or remove anything.
- Do not take any photographs of the remains unless instructed to do so by local law enforcement, the county coroner/examiner, the DAHP physical anthropologist, or the WSPRC archaeologist. If pictures are requested, be prepared to photograph them with a scale (e.g., pen, coin, etc.) and collect geospatial information of the remains.
- Do not call 911 unless you cannot reach local law enforcement or the coroner/examiner by other means.

- Do not share any information about the find, including on social media, except as necessary to implement the IDP.

What Happens Next?

1. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and decide whether those remains are forensic (crime-related) or non-forensic.
 - a. If forensic, the county medical examiner/coroner will retain jurisdiction over the remains.
 - b. If non-forensic, the county medical examiner/coroner will report that finding to the DAHP who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected Tribes of the remains. The State Physical Anthropologist will decide whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected Tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

Note: The WSPRC archaeologist assigned to the undertaking will be coordinating and consulting with the DAHP, affected Tribes, and other groups as necessary. Additionally, WSPRC’s Curator of Collections/NAGPRA Specialist should be included on all written and/or verbal correspondence until the remains have been officially transferred from WSPRC’s possession to an outside authority. Until the remains are transferred off of WSPRC’s property, it is the responsibility of the Curator of Collections/NAGPRA Specialist to document and track the information regarding all human remains and associated funerary objects (including all material from excavation areas/units from which the human remains were removed).
2. Construction work may resume in the protected area after the WSPRC archaeologist assigned to the undertaking has determined that the find has been adequately investigated and, if necessary, a treatment plan and monitor are in place.

EMERGENCY CONTACTS

WSPRC Archaeologists

Jennifer Wilson, Archaeology Program Manager	(360) 787-6511 (cell)
Email: jennifer.wilson@parks.wa.gov	(360) 902-8637 (office)
Shari Silverman, Archaeologist SW Region	(435) 260-9894 (cell)
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WSPRC Curator of Collections/NAGPRA Specialist

Alicia L. Woods, Statewide Curator of Collections & NAGPRA Specialist
Email: alicia.woods@parks.wa.gov (360) 586-0206 (office)

State Physical Anthropologist

Guy Tasa, DAHP (360) 790-1633 (cell)

Assistant State Physical Anthropologist

Jackie Berger, DAHP (360) 890-2633 (cell)

County Coroner/Examiner

Annie Pillers, Coroner (509) 397-5641

Local Law Enforcement

Richard Loyd, Sergeant (360) 890-2033 (cell)

Area Manager

Keyna Bugner (509) 607-1851 (cell)

Exhibit D
**Washington State Parks and Recreation Commission (WSPRC) State Environmental
Policy Process**

“Following review, staff prepared an addendum on September 26, 2024, to its “Determination of Non-Significance” originally issued on issued February 16, 2021.

The addendum provided supplemental information on the change in scope, the staging area as well as the culvert replacement and caused no substantive changes to the original determination. Staff found that the modifications to the determination are not significant, and the action proposed is minor, and the environmental effects are not significant. The original DNS stands. No further SEPA review is required for the Right-of-Entry with the Washington Department of Natural Resources.”

