

# **BID PACKAGE**

## **For Forestry Services**

# **Upper Wenatchee FRB 110 Spur Fuel Break Project**

August 2024



Chelan County Natural Resources Department  
411 Washington St., Suite 201  
Wenatchee, WA 9880

Chelan County Natural Resources Department

**Upper Wenatchee FRB 110 Spur Fuel Break Project**

All Proposals are Due by: 5:00 PM PDT Monday, August 19<sup>th</sup>, 2024

The office responsible for answering all questions regarding these bid documents and to show the project to prospective bidders is:

**Contracting Agency:**

Chelan County Natural Resources Department  
411 Washington St., Suite 201  
Wenatchee, WA 98801

**Contracting Officer/ Project Manager:**

Erin McKay, Senior Natural Resource Specialist  
Chelan County Natural Resources Department  
411 Washington St., Suite 201  
Wenatchee, WA 98801  
Phone: (509) 630-5303  
Email: [erin.mckay@co.chelan.wa.us](mailto:erin.mckay@co.chelan.wa.us)

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# **BID SUBMITTAL PACKAGE**

## INVITATION TO BID AND BIDDING INSTRUCTIONS

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### Upper Wenatchee FRB 110 Spur Fuel Break Project

**Chelan County Natural Resources Project: Upper Wenatchee FRB 110 Spur Fuel Break Project**, Chelan County, WA. This contract provides for the treatment of designated units in the Upper Wenatchee FRB area near Plain, WA with hand thinning and piling and/or chipping to remove ladder fuels and thin understory brush and conifer regeneration within a road-side and WUI fuel break totaling 135.4 acres on USFS lands. The purpose is to reduce fuel loading in a 100' buffer along both sides of the FS 6601-110 road and an adjacent WUI fuel break unit through brush and small conifer thinning, in an effort to restore forest health and wildfire resiliency on the forested lands owned by the US Forest Service in the Upper Wenatchee area. This work requires use of a chipper to rearrange fuels in portions of the project area that will be followed by commercial harvest. The work includes mobilization, hand thinning, and piling and/or chipping work to reduce fuel loading, and all other work, in accordance with the attached Contract Plans and these Contract Provisions.

All onsite work shall occur between the dates of September 3<sup>rd</sup>, 2024 and December 15<sup>th</sup>, 2024.

A mandatory pre-bid site visit will be held on Wednesday, August 14<sup>th</sup> at 2pm. A PDF map that is compatible with Avenza is included as an attachment to this manual. Contractors should plan to meet with the Contracting Agency at the junction of Beaver Valley Road and FS 6601 near Plain, WA.

The County of Chelan in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, gender, color or national origin in consideration for an award.

#### **Chelan County Natural Resources Department will be responsible for:**

- Establishing project boundaries prior to start of project work.
- Conducting quality assurance/prescription compliance periodically throughout the duration of project work.
- Inspecting units upon completion.

#### **A. DELIVERY OF PROPOSALS AND BID OPENING**

The Chelan County Natural Resources Department will receive proposals until Monday, August 19<sup>th</sup> 2024 at 5:00 PM PST. Proposals shall be submitted via email to Erin McKay at [erin.mckay@co.chelan.wa.us](mailto:erin.mckay@co.chelan.wa.us)

#### **B. BID CONTENTS**

1. Bid Proposal (Prices must be shown on every unit item and the total. Quantities, where not listed shall be estimated by the bidder and shown);
2. Bid Proposal Form (Executed by Principal or Authorized Officer.);
3. Bidder Information Sheet;
4. Non-Collusion Declaration;
5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions;
6. Certification of Compliance with Wage Payment Statutes;
7. Bonding and Claims Information.
8. Any required relevant prequalification documentation as outlined in section 1-02.1.

#### C. BID REVIEW AND EVALUATION

The Board of County Commissioners reserves the right to reject any or all bids, waive informalities, and to contract as the best interests of Chelan County may require. When evaluating bids, the following criteria, in addition to price, will be considered:

1. The bidder's qualifications and eligibility to contract under applicable laws and regulations;
2. The bidder's compliance with the terms and conditions of this request for bids;
3. Any additional evaluation criteria contained in the plans, specifications and addenda; and
4. Not currently be debarred, suspended or under other sanctions pursuant to Executive Order 12549. Disbarment and Suspension 13 CFR Part 145 of the U. S. Small Business Administration. Bidder is required to complete "Certification regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions"
5. The bidder's experience, technical qualifications and skill;
6. The guaranteed availability of equipment and personnel needed to complete work;
7. The bidder's ability and capacity to fully perform within the time required, taking into account the bidder's existing performance commitments and past performance;
8. Any other information as may have a bearing on the bid.

#### D. CONTRACT DOCUMENTS FOLLOWING AWARD

Each Bidder's attention is especially called to the following documents that must be fully completed, executed and submitted to Chelan County if successful Bidder:

1. Notice of Award - To be executed by the successful Bidder upon receipt of issuance by the Chelan County Board of Commissioners.
2. Agreement - To be executed by the successful Bidder.
3. Payment and Performance Bond - To be executed by the successful Bidder and the Bidder's Surety Company. May be waived in lieu of 10% retainage for 30 days following project completion.
4. Certificate of Insurance - To be executed by the successful Bidder's Insurance Company.

#### E. CANCELLATION BY COUNTY

In its sole discretion, Chelan County may cancel any bid award upon written notification to the successful bidder within 30 (thirty) days after the date of the bid award, without any cost, expense, penalty or damages payable to the successful bidder.

## BID PROPOSAL FORM

### Upper Wenatchee FRB Spring 2024 Machine Thinning Project

TO: Board of Chelan County Commissioners, Wenatchee, Washington

The Undersigned certify that they have examined the location of the project and read and thoroughly understand the plans, specifications and contract governing the work embraced in this improvement or as much thereof as can be completed with the money available, in accordance with the said plans, specifications, and contract, and the following schedule of rates and prices:

UPPER WENATCHEE FRB SPRING 2024 MACHINE THINNING PROJECT BID						
Item	Spec #	Description	Unit	Quantity	Unit Price	Total Price
1	1-09.7	MOBILIZATION	L.S	1		
2	2-01.1	HAND THINNING AND PILING ROADSIDE	ACRE	101.7		
3	2-01.2	HAND THINNING AND CHIPPING ROADSIDE	ACRE	21.9		
4	2-01.3	HAND THINNING AND PILING WUI FUELBREAK	ACRE	11.8		

The aforementioned sum is hereby designated the Total base Bid. The Total Base Bid shall not include Washington State sales tax.

\_\_\_\_\_  
PRINT BIDDER NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PRINCIPAL OR OFFICER

### BIDDER INFORMATION

**PROJECT:** Upper Wenatchee FRB 110 Spur Fuel Break Project

Contractor registration, bonding and insurance information will be confirmed through Department of Labor and Industries at 1.800.647.0982 and 1.360.902.5230.

**CONTRACTOR:**

\_\_\_\_\_  
NAME (Exactly as Registered)

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
REGISTRATION NO.

\_\_\_\_\_  
EXPIRATION  
DATE

\_\_\_\_\_  
FEDERAL TAX ID

\_\_\_\_\_  
UBI NO.

SOLE PROPIERTORSHIP

\_\_\_ PARTNERSHIP

\_\_\_ CORPORATION

JOINT VENTURE

\_\_\_ LLC

PRINCIPALS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## NON-COLLUSION DECLARATION

---

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint for free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signed the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

**FAILURE TO RETURN THIS DECLARATION AS PART OF THE BID SUBMITTAL PACKAGE WILL MAKE THE BID NONRESPONSIVE AND INELIGIBLE FOR AWARD.**

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
*(Authorized Signature)*

\_\_\_\_\_  
*(Name and Title)*

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call: 1.800.424.9071

The U.S. Department of Transportation (USDOT) operates the above tollfree "hotline" Monday through Friday, 8:00 AM to 5:00 PM, Eastern Standard Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direct of the USDOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

**CERTIFICATION REGARDING DEBARMENT**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE**

- 1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
*(Authorized Signature)*

\_\_\_\_\_  
*(Name and Title)*

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

## CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

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

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
BIDDER’S BUSINESS NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL\*

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

*Check One:*

Sole Proprietorship  Partnership  Joint Venture  Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

\_\_\_\_\_

If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

### BONDING AND CLAIMS

\_\_\_\_\_ I OPT TO WAIVE BONDING REQUIREMENTS IN LEIU OF 10% RETAINAGE HELD FOR 30 DAYS (IF CHECKED, DO NOT FILL IN REMAINING FORM FIELDS)

\_\_\_\_\_  
BONDING COMPANY NAME (Exactly as Registered)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

_____	\$ _____	_____
REGISTRATION BOND NO.	AMOUNT	EXPIRATION DATE

Are there claims pending against your bond?       Yes  No

If yes, what are each claimant's name, reasons for the claim, amount claimed, date, and place of filing?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have there been tax liens or judgments against you filed by the Internal Review Service, Department of Revenue, Employment Security Department or Department of Labor & Industries within the last three (3) years resulting from non-payment of employee taxes?  Yes  No

If yes, what date and in which County did each filing occur?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are there any lawsuits or unsatisfied judgments pending against you?       Yes  No

If yes, what date and in which County is each lawsuit pending or judgment entered?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# **CONTRACT PACKAGE**

# AGREEMENT

---

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Chelan County hereinafter called "CONTRACTING AGENCY" and \_\_\_\_\_ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to fulfill the **Upper Wenatchee FRB 110 Spur Fuel Break Project** in accordance with the CONTRACT DOCUMENTS.
2. The CONTRACTOR will commence the work required by this contract on a date to be specified in the NOTICE TO PROCEED.
3. The CONTRACTOR shall obtain approval of COMPLETION for all contracted work on or before December 15<sup>th</sup>, 2024.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the unit prices shown in the Bidder provided Quote/ Bid Proposal Form (*Not including Washington State Sales Tax*). Unit prices will be multiplied by the quantity of work actually completed for each pay item on the Proposal Form. Increased or Decreased Quantities, or Changed Conditions, may alter the final payment to Contractor as outlined in Standard Specifications section 1-04.6.
5. A Contract Bond (Payment and Performance Bond) will be required. The Contractor may request the Contracting Agency to waive the bonds and instead retain 10% of the contract amount for 30 days after the date of final acceptance.
6. The CONTRACTOR shall submit applications for payment to the CONTRACTING AGENCY.
7. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) BIDDING INSTRUCTIONS/ INVITATION TO BID
  - (B) BID PROPOSAL
  - (C) BIDDER INFORMATION
  - (D) NON-COLLUSION DECLARATION
  - (E) CERTIFICATION REGARDING DEBARMENT
  - (F) BONDING AND CLAIMS
  - (G) CERTIFICATE OF COMPLIANCE WITH WAGE PAYMENT STATUTES
  - (H) PERFORMANCE AND PAYMENT BOND
  - (I) NOTICE OF AWARD
  - (J) CHANGE ORDER(s)
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Contract in triplicate. The Contract will be effective on \_\_\_\_\_ (insert date)

**CONTRACTING AGENCY**

**CONTRACTOR**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE (SEAL)

\_\_\_\_\_  
ADDRESS

ATTEST:  
Clerk of the Board

\_\_\_\_\_  
TITLE (SEAL)

\_\_\_\_\_  
SIGNATURE

EMPLOYER ID  
NUMBER: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

ATTEST:

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE



**PERFORMANCE AND PAYMENT BOND**

**The Contractor may request the Contracting Agency to waive the bonds and instead retain 10% of the contract amount for 30 days after the date of final acceptance.**

NOW, THEREFORE, we the CONTRACTOR \_\_\_\_\_, a corporation, organized and existing under and by virtue of the laws of the State of Washington, request to opt for 10% retainage as stated above in lieu of the required performance and payment bonds on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_

TITLE \_\_\_\_\_

ATTEST (If Corporation)

WITNESSES (If Individual or Partnership)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

### NOTICE OF AWARD

**DATED** \_\_\_\_\_

**TO** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**PROJECT** Upper Wenatchee FRB 110 Spur Fuel Break Project

The CONTRACTING AGENCY has considered the BID proposal submitted by you for the above described WORK in response to its Request for Bids dated July 31<sup>st</sup>, 2024, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_ (not including Washington State Sales Tax).

You are required by the Bidding Instructions to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND (may be waived in lieu of 10% retainage for 30 days following project completion) and certificates of insurance within ten (10) calendar days from the date of the original Notice to you.

If you fail to execute said Agreement and to furnish said BONDS (if applicable) within ten (10) calendar days from the date of this Notice, said CONTRACTING AGENCY will be entitled to consider all your rights arising out of the CONTRACTING AGENCY'S acceptance of your BID as abandoned. The CONTRACTING AGENCY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the CONTRACTING AGENCY. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
CONTRACTING OFFICER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

### CONSENT OF SURETY TO FINAL PAYMENT

<b>PROJECT:</b>	Upper Wenatchee FRB 110 Spur Fuel Break Project	CONTRACTING AGENCY	<input type="checkbox"/>
		ENGINEER	<input type="checkbox"/>
<b>TO CONTRACTING AGENCY:</b>	Chelan County	CONTRACTOR	<input type="checkbox"/>
	Natural Resources Department	SURETY	<input type="checkbox"/>
	411 Washington Street, Suite 201	OTHER	<input type="checkbox"/>
	Wenatchee, WA 98801		<input type="checkbox"/>
<b>STATE OF:</b>	WASHINGTON	<b>CONTRACT FOR:</b>	_____
		<b>CONTRACT</b>	
<b>COUNTY OF:</b>	CHELAN	<b>DATED:</b>	_____

In accordance with the provisions of the CONTRACT between the CONTRACTING AGENCY and the CONTRACTOR as indicated above, the *(insert name and address of Surety Company)*

\_\_\_\_\_, SURETY COMPANY,

on bond of *(insert name and address of Contractor)*

\_\_\_\_\_, CONTRACTOR, \_\_\_\_\_

hereby approved of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to *(insert name and address of CONTRACTING AGENCY)*

\_\_\_\_\_,  
CONTRACTING AGENCY, \_\_\_\_\_

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SURETY COMPANY NAME

Attest:

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

(SEAL)

\_\_\_\_\_  
PRINTED NAME AND TITLE

# DESCRIPTION OF WORK

# INTRODUCTION TO THE DESCRIPTION OF WORK AND TECHNICAL SPECIFICATIONS

## SECTION 1 GENERAL REQUIREMENTS

### 1-01 DEFINITIONS AND TERMS

#### Description of Work

This contract provides for the treatment of designated units in the Upper Wenatchee FRB area near Plain, WA with hand thinning and piling and/or chipping to remove ladder fuels and thin understory brush and conifer regeneration within a road-side fuel break totaling 135.4 acres of USFS lands. The purpose is to reduce fuel loading in a 100' buffer along both sides of the FS 6601-110 road and an adjacent WUI fuel break unit through brush and small conifer thinning, in an effort to restore forest health and wildfire resiliency on the forested lands owned by the US Forest Service in the Upper Wenatchee area. This work requires use of a chipper to rearrange fuels in portions of the project area that will be followed by commercial harvest. The work includes mobilization, hand thinning, and piling and/or chipping work to reduce fuel loading, and all other work, in accordance with the attached Contract Plans and these Contract Provisions.

#### 1-01.3 Definitions

***Award Date***

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

***Contract Execution Date***

The date the Contracting Agency officially binds the Agency to the Contract.

***Notice to Proceed Date***

The date determined by the Contracting Agency on which the contract work may begin.

***Physical Completion Date***

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

***Completion Date***

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

***Final Acceptance Date***

The date on which the Contracting Agency accepts the Work as complete.

**Business Day**

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

**Contract Bond**

The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

**Contract Documents**

See definition for “Contract”.

**Contract Time**

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

**1-02 BID PROCEDURES AND CONDITIONS****1-02.1 Prequalification of Bidders****1-02.1 Qualifications of Bidder**

All bidders must be registered on the Chelan County Natural Resource Department Small Works Roster and possess a current contractor’s license to be considered a responsible bidder.

Bidders must possess or have access to and be able to operate equipment necessary to complete project work including chainsaws and chipper, and have adequate personnel to accomplish work within the established timeframe.

Bidders must possess a current Washington State and Federal Farm Labor Contractors License or have proof that bidder has applied for a Farm Labor Contractors License.

Bidders must have experience completing work of similar scope and size in Eastern Washington or similar climate.

**1-02.2 Plans and Specifications**

CCNRD shall provide the Contractor one copy of the Contract Books (includes Contract Form, General Requirements, and Technical Specifications).

**1-02.4 Examination of Plans, Specifications, and Site of Work**

A site visit can be made at any time by the contractor prior to bid submission.

**1-02.5 Proposal Forms**

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total base and additive bid amounts; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

### **1-02.6 Preparation of Proposal**

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington, Owner 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 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 shall be required as a condition for receiving an award and bids will not be rejected or considered nonresponsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.

Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

### **1-02.9 Delivery of Proposal**

Each proposal shall be submitted to Erin McKay by the date and time specified on the Call for Bids. Bids may be submitted via email to [Erin.McKay@co.chelan.wa.us](mailto:Erin.McKay@co.chelan.wa.us) or in person to 411 Washington Street, Suite 201 Wenatchee, WA 98801. The Contracting Agency will not consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals or received in a location or manner other than that specified in the Call for Bids.

### **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

### **1-02.13 Irregular Proposals**

1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered when provided;
  - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - h. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
  - a. The Proposal does not include a unit price for every Bid item;



- b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
- c. Receipt of Addenda is not acknowledged;
- d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
- e. If Proposal form entries are not made in ink.
- f. If a Proposal does not include or meet the Project Specific Supplemental Qualifications requirements as listed in section 1-02.1.

#### **1-02.14 Disqualification of Bidders**

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria listed in section 1-02.1 of these Special Provisions.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria. To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria. As evidence that the Bidder meets the mandatory bidder responsibility criteria, the Contracting Agency may require the apparent low Bidder to submit to the Contracting Agency within 48 hours of request, documentation demonstrating compliance with all responsibility criteria. Documentation can be submitted either as scanned files submitted through e-mail to the Contracting Agency, or printed files submitted through traditional mail or in person. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility. The Contracting Agency also reserves the right to obtain information from third parties concerning a Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 2 (two) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least 2 business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

#### **1-02.15 Pre-Award Information**

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
2. A breakdown of costs assigned to any bid item,
3. Attendance at a conference with the County or County representative
4. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
5. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

## **1-03 AWARD AND EXECUTION OF CONTRACT**

### **1-03.1 Consideration of Bids**

After receiving bid proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

#### **1-03.1(1) Identical Bid Totals**

After reviewing Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to draw.

#### **1-03.3 Execution of Contract**

Within \*\*\*10 (ten)\*\*\* calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within ten calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of \*\*\*10 (ten)\*\*\* additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

#### **1-03.4 Contract Bond**

The contractor may request the Contracting Agency to waive the bonds and instead retain 10% of the contract amount for 30 days after the date of final acceptance.

### **1-03.7 Judicial Review**

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

## **1-04 SCOPE OF WORK**

### **1-04.1(2) Bid Items Not Included in the Proposal**

When the contract specifies work that has no bid item, and the work is not specified as being included with or incidental to other bid items, that work shall be considered incidental to the contract or other Bid items included in the proposal form.

### **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda**

Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Addenda if Applicable
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency's Standard Plans or Details (if any)

### **1-04.6 Variation in Estimated Quantities**

The quantities listed in the Bid Proposal Form are entered only to provide a common proposal for bidders. Variations to actual quantities required will be tracked in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. Such bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

### **1-04.7 Suspension or Termination of Operations**

The Contracting Agency reserves the right to suspend work or terminate contract without cause or consent of Contractor, if work is determined to be out of compliance with signed USFS NEPA documents or if work is causing environmental harm. Contractor shall be paid only for work performed satisfactorily prior to suspension or termination of contract.

### **1-04.11 Final Cleanup**

The Contractor shall repair, at no additional cost to the Contracting Agency, any damage to existing access routes, fences, gates, utilities, structures, and driveways that occurred as a result of activities conducted by the Contractor. All costs associated with performing the final cleanup shall be made incidental to other bid items in the Contract.

## **1-05 CONTROL OF WORK**

### **1-05.7 Removal of Defective and Unauthorized Work**

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Contracting Agency or fails to perform any part of the work required by the Contract Documents, the Contracting Agency may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Contracting Agency determines to be an emergency situation, the Contracting Agency may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Contracting Agency, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Contracting Agency from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

### **1-05.8 Required Submittals**

The following is a list of required submittals to the Contracting Agency.

- Fire Preparedness Plan with IFPL shutdown precautions detailed
- Proposed work schedule- see below for notification requirements
- List of machinery/equipment and crew numbers available to complete work

***The Contractor must provide the Contracting Agency with a specific start date a minimum of 2 weeks prior to initiating work.***

## **1-05.11 Final Inspections and Operational Testing**

### **1-05.11(1) Completion Date**

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Contracting Agency and request the establishment of the Completion Date. The Contracting Agency and/or representative will schedule an inspection of the work with the Contractor to determine the status of completion. The Contracting Agency may also establish the Completion Date unilaterally.

If, after this inspection, the Contracting Agency concurs with the Contractor that the work is substantially complete and ready for its intended use, will by written notice to the Contractor, set the Completion Date. If, after this inspection the Contracting Agency does not consider the work substantially complete and ready for its intended use, will so notify the Contractor giving the reasons therefor.

Upon receipt of notice concurring in or denying project completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Contracting Agency with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Contracting Agency establishes the Completion Date and the Contractor considers the work physically complete and ready for final inspection.

### **1-05.12 Final Acceptance**

The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the Contracting Agency against any claim or loss resulting from the failure of the Contractor (or the subcontractors or lower tier subcontractors) to pay all laborers, mechanics, subcontractors, material persons, or any other person who provides labor, supplies, or provisions for carrying out the Work or for any payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW.

### **1-05.13 Superintendents, Labor and Equipment of Contractor**

### **1-05.15 Method of Serving Notices**

All correspondence from the Contractor shall be directed to the Contracting Agency. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Contracting Agency's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

## **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

### **1-07.1 Laws to be Observed**

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

### **1-07.2 State Taxes**

#### **1-07.2 State Sales Tax**

The Washington State Department of Revenue has issued special rules on the State sales tax. Section 1-07.2(3) is meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included, such as Forestry Work. Sales tax should not be included in the unit bid prices for this contract.

#### **1-07.2(3) Services**

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

### **1-07.3(1) Fire Prevention Control and Countermeasures Plan**

The project area is in Fire Shutdown Zone 680. \*Partial hoot owl, Partial shutdowns, and General Shutdowns may come into effect during the operating period of this contract. For a summary of USFS Industrial Fire Precaution Levels, visit: <https://www.dnr.wa.gov/ifpl>.

A Fire Preparedness Plan is required, outlining equipment and precautions that will be utilized for each IFP level beyond Level 1.

### **1-07.5 Environmental Regulations**

#### **1-07.5(1) General**

The Contractor is solely responsible for adhering to all environmental or other provisions outlined in the project permits, the Contract Documents, and all applicable local, state and federal laws.

Contact with regulatory agencies concerning the permits listed herein, shall be made through the Contracting Agency unless otherwise approved.

Tracked equipment used for thinning work *must be thoroughly cleaned to rid tracks and equipment of potential invasive species seeds and other contaminants prior to mobilizing to work site.*

The Contractor will not operate equipment or discharge material within the boundaries of wetlands and the waters of the United States as defined by the federal and state regulatory agencies unless otherwise allowed by contract specific permits. If an unauthorized discharge occurs:

- a. Prevent further contamination;
- b. Notify appropriate authorities and the Contracting Officer; and
- c. Mitigate damages.

All costs to comply with local, state and federal environmental commitments and requirements are incidental to the contract and are the responsibility of the Contractor.

### **1-07.6 Permits and Licenses**

The Contracting Agency has applied for or obtained any necessary permits permit(s) for this project to-date. Additional permits may be applied for obtained prior to implementation as necessary.

### **1-07.11 Requirements for Nondiscrimination**

#### **Disadvantaged Business Enterprise Participation**

No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.

#### **DBE Goals**

No DBE goals have been assigned as part of this Contract.

#### **Affirmative Efforts to Solicit DBE Participation**

The Contractor shall not discriminate on the grounds of race, gender, color, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. DBE firms shall have an equal opportunity to compete for subcontracts in which the Contractor enters into pursuant to this Contract.

### **1-07.13 Contractors' Responsibility for Work**

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the County or County representative. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

### **1-07.16 Protection and Restoration of Property**

#### **1-07.16(1) Private/Public Property**

The Contractor shall prevent damage to existing asphalt/ pavement outside the limits of silvicultural work. The Contractor shall utilize steel plates, composite matting, rubber tracks, or other similar protective measures to ensure that no damage to existing asphalt /pavement outside the limits of excavation occurs due to any activity performed by the Contractor or agents of the Contractor, including but not limited to operation of tracked equipment and staging or handling of construction materials. The Contractor shall be responsible for repairing all such damage at no additional cost to the Contracting Agency.

### **1-07.18 Insurance**

#### **1-07.18(1) General Requirements**

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-



insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

- E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.
- G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

### **1-07.18(2) Additional Insured**

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- United States Forest Service

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

### **1-07.18(4) Verification of Coverage**

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

**1-07.18(5) Coverages and Limits**

The insurance shall provide the minimum coverages and limits set forth below. Contractor’s maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency’s recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy’s deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

**1-07.18(5)A Commercial General Liability**

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor’s completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers’ Liability each accident

**1-07.18(5)B Automobile Liability**

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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**1-07.18(5)C Workers’ Compensation**

The Contractor shall comply with Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

## **1-08 PROSECUTION AND PROGRESS**

Section 1-08 is supplemented with the following:

### **1-08.0 Preliminary Matters**

#### **1-08.0(1) Preconstruction Conference**

Prior to the Contractor beginning the work, a preconstruction conference may be held between the Contractor, the Contracting Agency, and Contracting Agency representatives, applicable permitting agencies and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction meeting the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

#### **1-08.0(2) Hours of Work**

The Contractor shall indicate what their normal working hours for the project will be as part of their Project Schedule submittal. Except in the case of emergency or unless otherwise approved by the Contracting Agency or Engineer, all work, including moving and cleanup of equipment is restricted to the days and timeframes listed below.

Monday-Friday: 7AM- 7PM

No weekend work shall be allowed. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Contracting Agency and Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 3 (three) working days prior to the day(s) the Contractor is requesting to change the hours. Permission

to work holidays, or other than the agreed upon normal straight time working hours may be given subject to certain other conditions set forth by the Contracting Agency. These conditions may include but are not limited to:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Contracting Agency may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Contracting Agency and/or Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency and/or Engineer employees when in the opinion of the Contracting Agency and/or Engineer, such work necessitates their presence. )
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time, even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.

#### **1-08.4 Notice to Proceed and Prosecution of Work**

Notice to proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to proceed has been given. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

#### **1-08.5 Time for Completion**

Section 1-08.5 is supplemented with the following:

All work must occur between the dates of September 3<sup>rd</sup> and December 15<sup>th</sup>, 2024 This project shall be substantially complete by December 20<sup>th</sup>, 2024. Final project start date shall be determined by the issuance of the Notice to proceed, which shall be delivered to the contractor upon acceptance of all Contractual and Plan submittals.

The project area is located in Fire Shutdown Zone 680. Partial hoot owl, Partial shutdown, and General Shutdown may come into effect during the performance period of this contract. For a summary of Industrial Fire Precaution Levels visit: <https://www.dnr.wa.gov/ifpl>. No payment shall be made for standby time or delays resulting from weather, natural disasters or other acts of God, including Industrial Fire Precaution Level work restrictions. Overall Performance Period may be extended to reflect delays from natural disasters. It is the sole responsibility of the Contractor to comply with all applicable IFPL and/or fire suppression requirements and/or restrictions set in place

The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract.

## **1-09 MEASUREMENT AND PAYMENT**

### **1-09.9 Payments**

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Contracting Agency.

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1)
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

### **1-09.11 Disputes and Claims**

#### **1-09.11(3) Time Limitation and Jurisdiction**

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

### **1-09.13 Claims Resolution**

#### **1-09.13(3) Claims \$250,000 or Less**

The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

**1-09.13(3)A Administration of Arbitration**

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

**1-09.13(4) Venue for Litigation**

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

## **DIVISION 2 TREATMENT SPECIFICATIONS**

### **2-01 Silvicultural Prescriptions**

This Contract provides for treatment of designated units in the Upper Wenatchee FRB area near Plain, WA with hand thinning and piling and/or chipping to remove ladder fuels and thin understory brush and conifer regeneration within a road-side fuel break totaling 135.4 acres of USFS lands. The purpose is to reduce fuel loading in a 100' buffer along both sides of the FS 6601-110 road through brush and small conifer thinning, in an effort to restore forest health and wildfire resiliency on the forested lands owned by the US Forest Service in the Upper Wenatchee area. This work requires use of a chipper to rearrange fuels in portions of the project area that will be followed by commercial harvest. The work includes mobilization, hand thinning, and piling and/or chipping work to reduce fuel loading, and all other work, in accordance with the attached Contract Plans and these Contract Provisions.

Tracked equipment used for thinning work must be thoroughly cleaned to rid tracks and equipment of potential invasive species seeds and other contaminants prior to mobilizing to work site. Pressure washing is the preferred method of equipment cleaning.

#### **2-01.1 Hand Thinning and Piling – Roadside**

Treatment Area Boundaries: Beginning and end point of fuel break are marked by pink and black striped flagging. Unit boundaries (100' from road edge) are not marked with flagging. Contractor is responsible for utilizing Avenza or other GPS tracking to locate and stay within boundaries. Riparian Management Zones are marked with blue and white striped flagging.

General Unit Description: The fuel loading within the unit varies from dense conifer regeneration to predominant brush to open/light fuels. The bid price will reflect an average of thinning intensity across the entire unit. The priority for this fuel break is removal of conifer understory and brush from within the dripline of living overstory conifers and reduction of fuels along the roadside to encourage large resilient conifer growth, reduction in brush competition, and increased resilience against wildfire.

### **Thinning Specifications**

#### **Thinning and Brush Removal**

A. Selection of Leave Trees– Within a prescribed spacing, the leave tree will generally be the tallest, straightest single stem with the largest crown and free of damage due to animals, insects, disease or physical and mechanical causes. The contractor shall select leave trees according to the following specifications:

1. All trees **12" (1 foot)** and taller, and less than 7" DBH shall be considered for treatment within the contract specifications. Treatment includes leaving no green needles or branches below cut, and leaving a stump height no higher than 6" above surface.
2. All trees that meet the size requirements shall be removed from beneath driplines of overstory conifers.
3. Leave Tree Spacing: Precommercial trees growing outside the driplines of overstory conifers shall be adequately spaced from residual trees (regardless of their size). The spacing may be varied up to plus or minus **20 percent** of the designated distance in order to leave the most desirable trees. The designated distance for each unit in this task order is 30 feet (bole of the tree), which would amount to variance of leave trees between 24-36 feet.
4. Leave Tree Selection - When trees are of equal size and vigor, select the leave tree according to the preferred conifer. A lower priority species that is at least 25 percent taller than the height of an adjacent higher priority species shall be left as the leave tree. The order of priority leave trees are as follows: western white pine > western larch > ponderosa pine > Douglas-fir > western red cedar > western hemlock > grand fir > lodgepole pine.
5. Western white pine and Western larch do not count as part of the prescribed spacing grid. None shall be thinned, nor considered a spacing tree.
6. Thinning would not occur in the Riparian Reserve. Additionally, no thinning operations are allowed within 50' feet of an intermittent stream channel or within 100 feet of a perennial stream channel. These areas will be identified at the start of work.
7. A forked tree shall not have only one stem cut. The whole tree shall be cut down unless it is the most desirable leave tree, then all stems are to be left standing.
8. If no healthy, undamaged tree exists within the required spacing, leave the tree with the least damage.
9. If there is an option, do not retain a tree with a Hawksworth mistletoe rating of 5 or 6 or with a rating of 1 or more in the upper third of the live crown as a leave tree.
10. As part of the thinning action—slash generated from cut conifers will be **piled or chipped**.  
\*\*Heavy accumulations of wood chips must be spread out to ensure depth does not exceed 1'.
11. Units having populations of Threatened, Endangered, Proposed, or Sensitive (TESP) plant species will be clearly marked with yellow/black striped flagging. No treatment will occur



- within these areas. Trees thinned adjacent to the populations will be felled away from the flagged areas.
12. No hardwood species will be cut.
  13. All brush within the driplines of overstory conifers must be cleared. Brush outside of these driplines must also be cleared, with the exception of vine maple. Any flammable brush mixed in with vine maple must be removed.
  14. No hang-ups or operational damage is allowed.
  15. Pull back of 10' will be done along both sides of all traveled roads within units and on one side where the unit is just on one side of road. This work is considered incidental to the thinning work.
  16. Slash generated from each day of work shall be removed from roadways, ditches, and from the top of cut banks along all traveled roads in the project area, even if not shown on project maps or as identified. This slash shall be pulled back by the end of each workday.
  17. All slash will be pulled back at least 50 feet from an intermittent stream channel, or at least 100' feet from a perennial stream channel.
  18. Remove all limbs which extend into the treated area, or over the roadbed, to a height of 14 feet above the traveled way surface elevation.
  19. Remove all vegetation, including trees less than 7" DBH, within 5' of the edge of the road's fill slope or ditch line.
  20. Slash may not be placed/spread onto private or other property besides Forest Service lands.
  21. Slash from previous logging activity and natural blow down (2 to 6" in diameter), will be cut (6' lengths) and piled.
  22. Individual or small clumps of select species that are beneficial to wildlife, outside the dripline of overstory, retained trees, and do not form ladder fuels may be retained. Example species include serviceberry, elderberry, chokecherry, Woods' rose, or other species that may be approved by the designated project manager.

## **Pruning**

- A. Leave trees will have the limbs pruned off to the following specifications:
  1. Pruning equipment shall be the contractors' option with the following requirements.

Dead limbs may be removed with the use of power chain saws. The limbs will be cut at a right angle to the tree bole leaving a ¼” collar on the limb to prevent damage to the bole of the leave tree. Live limbs will be cut with the use of loppers or hand saws. Power pole saws may be used if the quality of the pruning meets and maintains standards. Limbs will be cut at the branch collar and at right angles to the trunk.

2. Trees must be at least 7” to 10” inches in diameter and 8 feet tall, or have at least 5 years of branch whorls to be pruned. Remove branches to such a height that not more than ½ of the live crown is removed. At a maximum, the tree shall be pruned to a height of 8 feet above the ground (measured on the uphill side of the tree).
  3. All limbs, both dead and living, shall be removed from the bole of the tree in such a manner that the branch collar is not damaged and so that no branch stubs longer than ½ inch remain.
  4. Limbs must be cleanly cut off and not broken or otherwise wrenched from the tree.
  5. The cambium layer around the bole of the tree shall not be torn, cut or damaged as a result of the pruning operation.
  6. Slash resulting from the pruning operation shall be **chipped, or piled in specified areas**. Contractor may choose to chip rather than pile with approval from Contracting Agency. Under no circumstances shall slash be left “haystacked” against the bole of the tree.
- B. Prune all of the trees located within the unit that meet the size requirements mentioned in line item 2.

### **Piling**

1. Pile dimension would be a minimum of 8’ by 8’ by 8’. Attempt would be made to construct each pile so it has a uniform arrangement that is perpendicular to the contour of the slope; with larger vegetation piled on top of the pile to aid in compaction and water dispersion.
2. Pile placement would be outside of the dripline of dominant retention trees, a minimum of 12’ away from retention trees if possible, and on the uphill side of those trees; or in areas where the pile would not serve as a ladder fuel.

3. In addition to line item 1 and 2, piled biomass along Forest Service roads would have a minimum of 12' foot spacing between piles, and would be a minimum of 12' off the shoulder of the road system.
4. Piles will not be placed within 12' of any unit boundary.
5. Avoid using large downed woody debris as a base for fuel pile construction.

## **2-01.2 Hand Thinning and Chipping – Roadside**

Treatment Area Boundaries: Chipping units are marked in regular intervals on roadside by pink and black striped flagging, on the side of the road on which the unit occurs. The flagging at intervals along the road for chipping units sets these units apart from the Hand Thinning and Piling units, which are not flagged regularly along the roadside. Unit outer boundaries are not marked- Contractor is responsible for utilizing Avenza or other GPS tracking device to locate digital unit boundaries.

General Unit Description: The fuel loading within the unit varies from dense conifer regeneration to predominant brush to open/light fuels. The bid price will reflect an average of thinning intensity across the entire unit. The priority for this fuel break is removal of conifer understory and brush from within the dripline of living overstory conifers and reduction of fuels along the roadside to encourage large resilient conifer growth, reduction in brush competition, and increased resilience against wildfire.

### **Thinning Specifications**

Thinning specifications for this item are the same as 2-01.1 Hand Thinning and Piling, but all material shall be chipped rather than piled.

**\*\*Heavy accumulations of wood chips must be spread out to ensure depth does not exceed 1'.**

**Piles will not be constructed where existing or planned timber sale units overlap; chipping will take place in these designated areas.**

## **2-01.2 Hand Thinning and Piling – WUI Fuel Break**

Treatment Area Boundaries: WUI Fuel Break unit is flagged on all boundaries by pink and black striped flagging.

General Unit Description: The fuel loading within the unit varies from dense conifer regeneration to predominant brush to open/light fuels. The bid price will reflect an average of thinning intensity across the entire unit. The priority for this fuel break is removal of conifer understory and brush from within the dripline of living overstory conifers and reduction of fuels along the roadside to encourage large resilient conifer growth, reduction in brush competition, and increased resilience against wildfire.

**Thinning Specifications**

Thinning specifications for this item are the same as 2-01.1 Hand Thinning and Piling, but unit is not located along a roadside. Access to the unit will be on foot and chipping will not be an option.

**2-02 Materials and Equipment**

The contractor shall furnish all equipment necessary to complete the work described above. The mobilization bid item is intended to cover the cost of transporting the machinery and equipment to and from the worksite.

**2-03 Measurement and Payment**

Measurement shall be the unit cost of each pay item multiplied by the quantity of work completed for each pay item on the Contractor Provided Bid proposal form and shall be paid by the acre relative to the area delineated on the plans. Any area treated beyond the limits shown on the Plans with Contracting Agency's prior written authorization shall be at Contractor's expense and shall be restored at Contractor's expense. Payment requests may be submitted at the completion of a full unit or by acres completed as per contractor preference.

END OF SPECIAL PROVISIONS

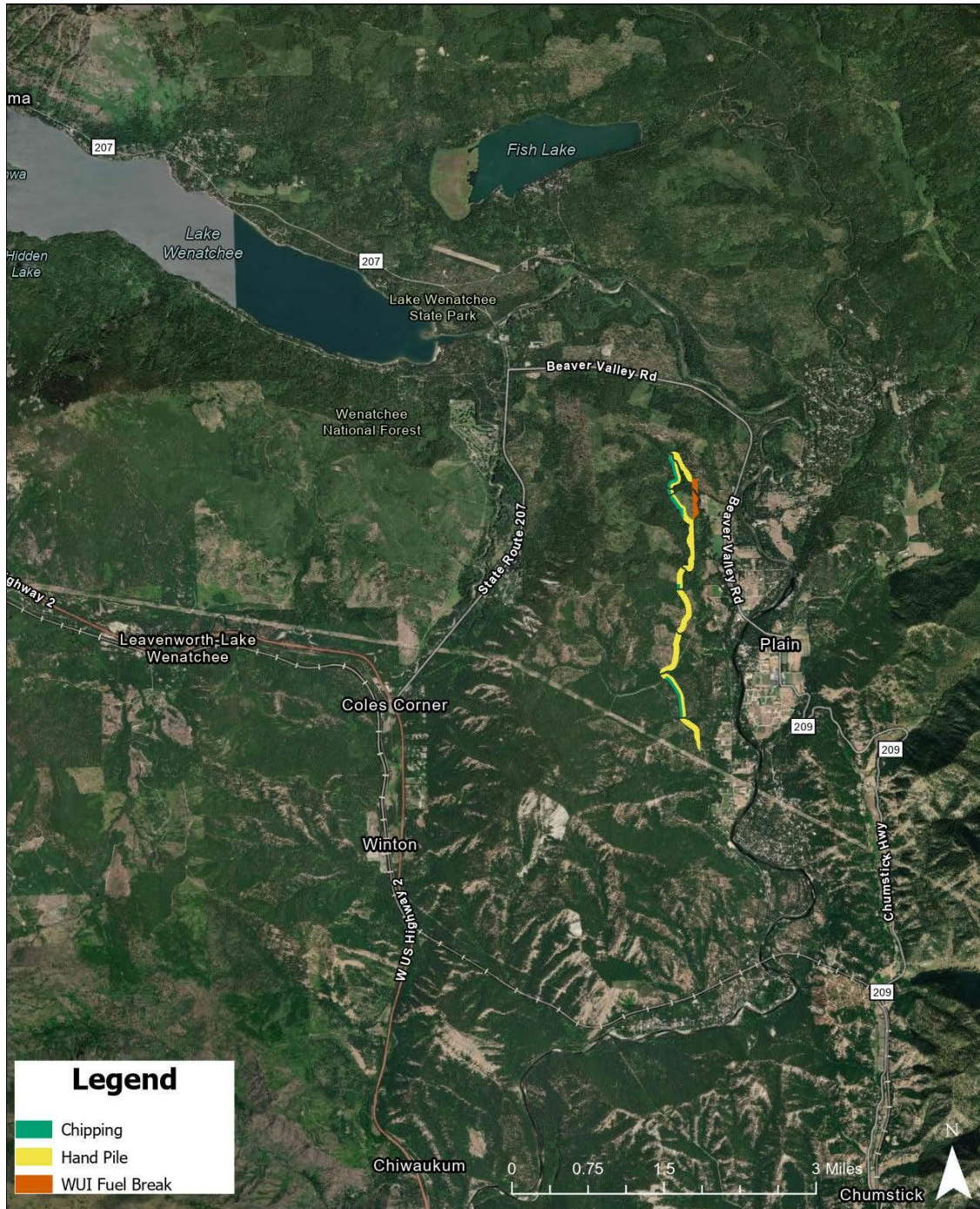


# APPENDICES

# APPENDIX A: PROJECT MAPS

## Upper Wenatchee FRB Fuel Break

7/29/2024





# Upper Wenatchee FRB Fuel Break

7/29/2024

