

PEND OREILLE COUNTY
PUBLIC WORKS DEPARTMENT

C. 2015, 3

SMALL PUBLIC WORKS AGREEMENT
County Road Building, Repair or Improvement

This SMALL PUBLIC WORKS AGREEMENT, made and entered into this 12th day of January 2015, between the Pend Oreille County, hereinafter referred to as "County" and **Versatile Industries, Inc.** hereinafter referred to as "Contractor", mutually agree as follows:

The Contractor shall be responsible for:

- a) **Providing labor and equipment to mobilize equipment to the site.**
- b) **Providing labor, materials, and equipment to remove debris, dewater the site, form and build a wing wall, 5' long +/- and shore existing wall at the culvert. Provide bridge jacks to level existing wall. No shrink grout shall be used to fill the void left around the bridge jacks.**
- c) **All work shall be performed in accordance with HPA 2014-1-115+01 and be completed by January 31, 2015.**
- d) **All work shall be performed under the 2014 WSDOT Standard Specifications for Road, Bridge and Municipal Construction. Payment shall be made by Section 1-09.6 Force Account for all labor and materials to complete the work not to exceed \$15,000.00 without written permission by the County.**
- e) **Contractor shall coordinate with the County for traffic control. If County forces are available, the County will provide traffic control. If the County is not available the Contractor shall provide traffic control in accordance with the current MUTCD standards.**
- f) **Work hours shall be confined to daylight hours.**

SECTION 1. PURPOSE OF AGREEMENT. County has determined that a need exists for services as outlined in the Proposal Request and incorporated by reference herein. Contractor agrees to perform the services as outlined by the County.

SECTION 2. RESPONSIBILITY. The Contractor shall do all work and furnish all labor, tools, materials and equipment necessary to construct, improve and complete the referenced project in accordance with THE 2014 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for completing the work provided for in this Agreement and every part thereof, as outlined in the Proposal, including applicable

Washington State Sales Taxes.

The County hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the labor, tools, materials and equipment to do and cause to have done the referenced project, and to complete and finish the same according to the attached schematic.

It is further provided that no liability shall attach to the County, by reason of entering into this Agreement, except as expressly provided herein, the Contractor agrees to protect and indemnify the County in regard to claims of any nature that may arise during the course of this project.

SECTION 3. INSURANCE. The Contractor shall provide a certificate of insurance. The Contractor agrees to procure and maintain in full force and effect, at Contractor's own expense, public liability insurance insuring all operations of insured in the sum of not less than \$ 3,000,000 general liability, property damage, and automobile liability. Full Workmen's Compensation and Employer's Liability insurance is also required.

SECTION 4. WAGES. The Contractor is subject to the Washington State Prevailing Wage Act and must submit an Intent to Pay Prevailing Wage, Affidavit of Wages Paid, and a certified payroll to the County.

SECTION 5. CHANGES IN THE WORK. County reserves the right to authorize in writing, changes in the work to be performed. Costs associated with any change will be indicated in writing with a detailed estimate of the costs to be added or deducted from the contract sum.

SECTION 6. TERM. This Agreement shall take effect upon the execution of this Agreement and shall remain in effect until the work specified by this contract and any modifications or additions thereto is completed. **The expected completion date is on or before January 31, 2015.**

The County may terminate this Agreement in whole or in part because of the failure of Contractor to fulfill this contract's obligations. In the event of termination for default, County reserves the right to take over and complete the work by contract or by other means.

SECTION 7. State Sales Tax. The Washington State Department of Revenue has issued special rules on the State sales tax. This section meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The County 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.

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by the County, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid

item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

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

SECTION 8. PAYMENT. Payment shall be by Force Account under section 1-09.6.

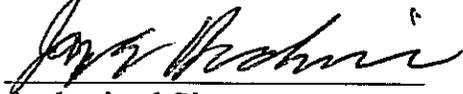
SECTION 9. MINORITY AND WOMEN'S BUSINESS PARTICIPATION. The Contractor agrees to take all necessary and reasonable steps in accordance with 49CFR Part 23 to ensure DBE's have the maximum opportunity to compete for all parts of work subcontracted out or not directly performed by the Contractor.

SECTION 10 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964. The Contractor shall not discriminate against any employee or applicant for contracted employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory or mental disability. The Contractor shall make decisions with regard to selection and retention of sub-Contractors, procurement of materials and equipment and similar actions related to the Contract without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability. Compliance with Title VI of the Civil Rights Act of 1964, and RCW 49.60, Law against Discrimination, and other related laws and statutes is required.

This Agreement made and signed this 12th day of January, 2015.

CONTRACTOR:

PEND OREILLE COUNTY, WASHINGTON


Authorized Signature

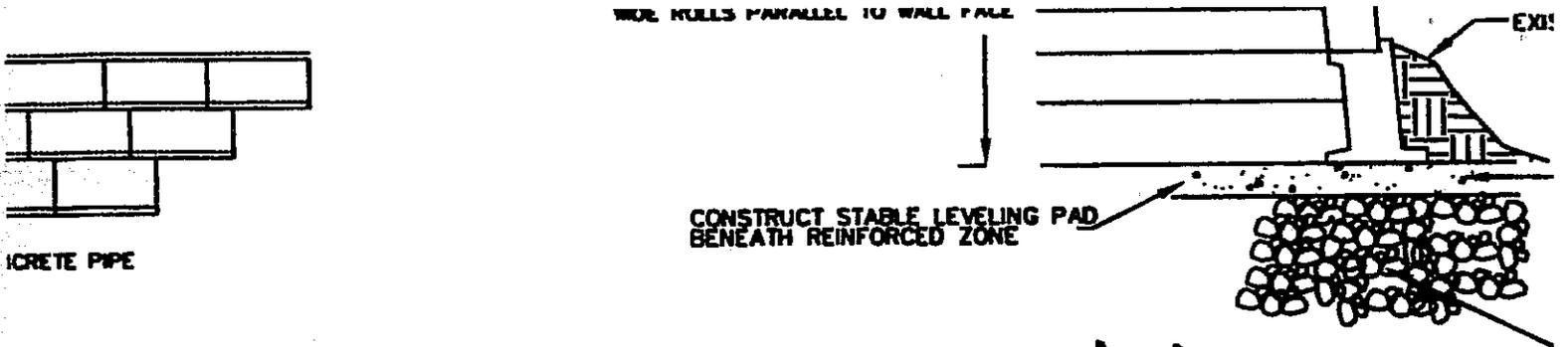

Chair, Board of County Commissioners

12-29-2014
Date

Jan. 12, 2015
Date

Address:
Versatile Industries, Inc.
PO Box 275
Ione, WA 99180

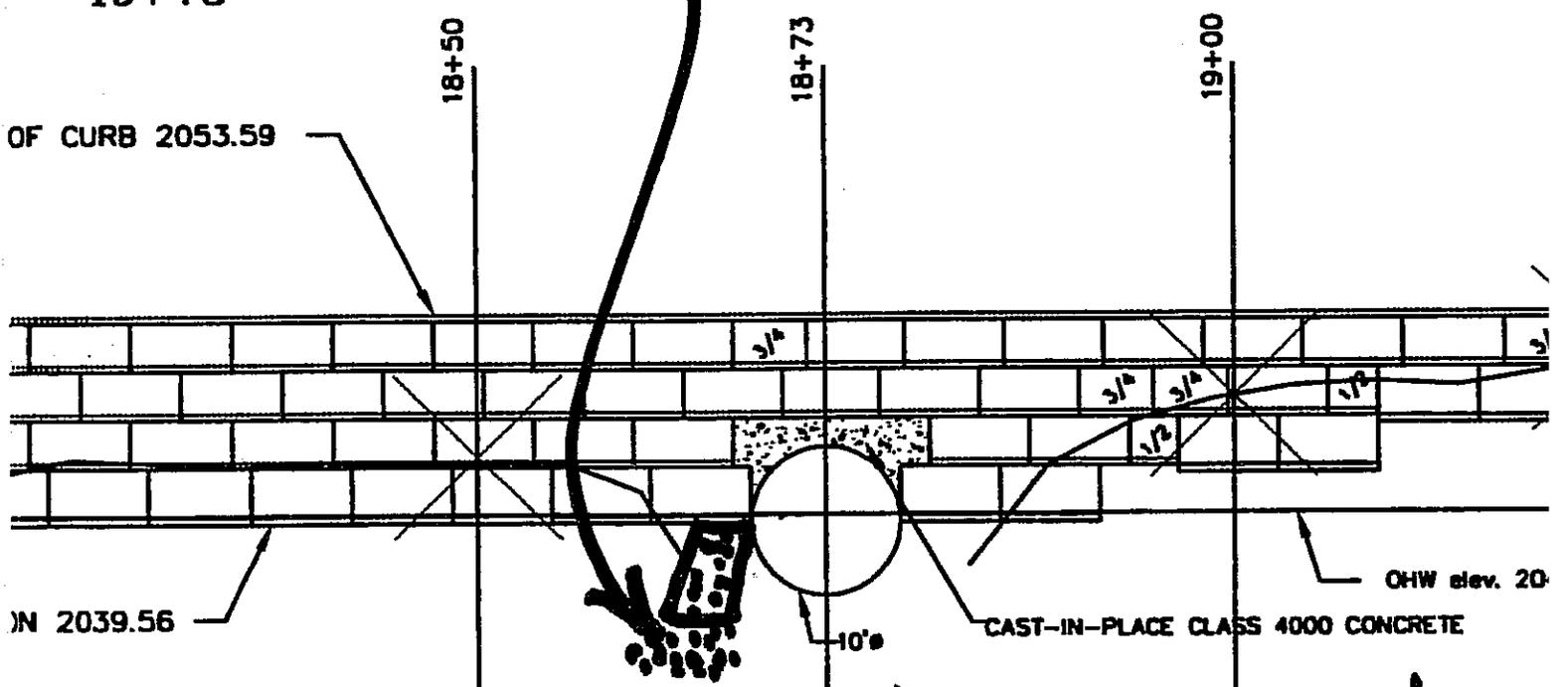
U.B.I.: 602-641-059
Federal I.D. (EIN): 20-5426808
Phone No.: 509.442.4424
e-mail: Versatile Industries Inc. <viexcavation@live.com>



4" minus rock compacted base.

TYPICAL SECTION

MILTNER CROSSING
- 19+75



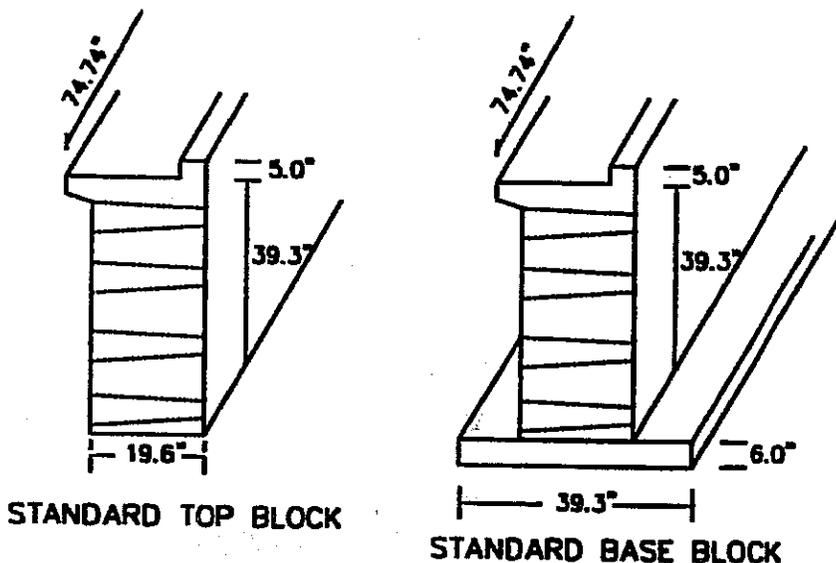
Note: Short wingwell extending 5' ± out from base of existing wall.

) SCALE

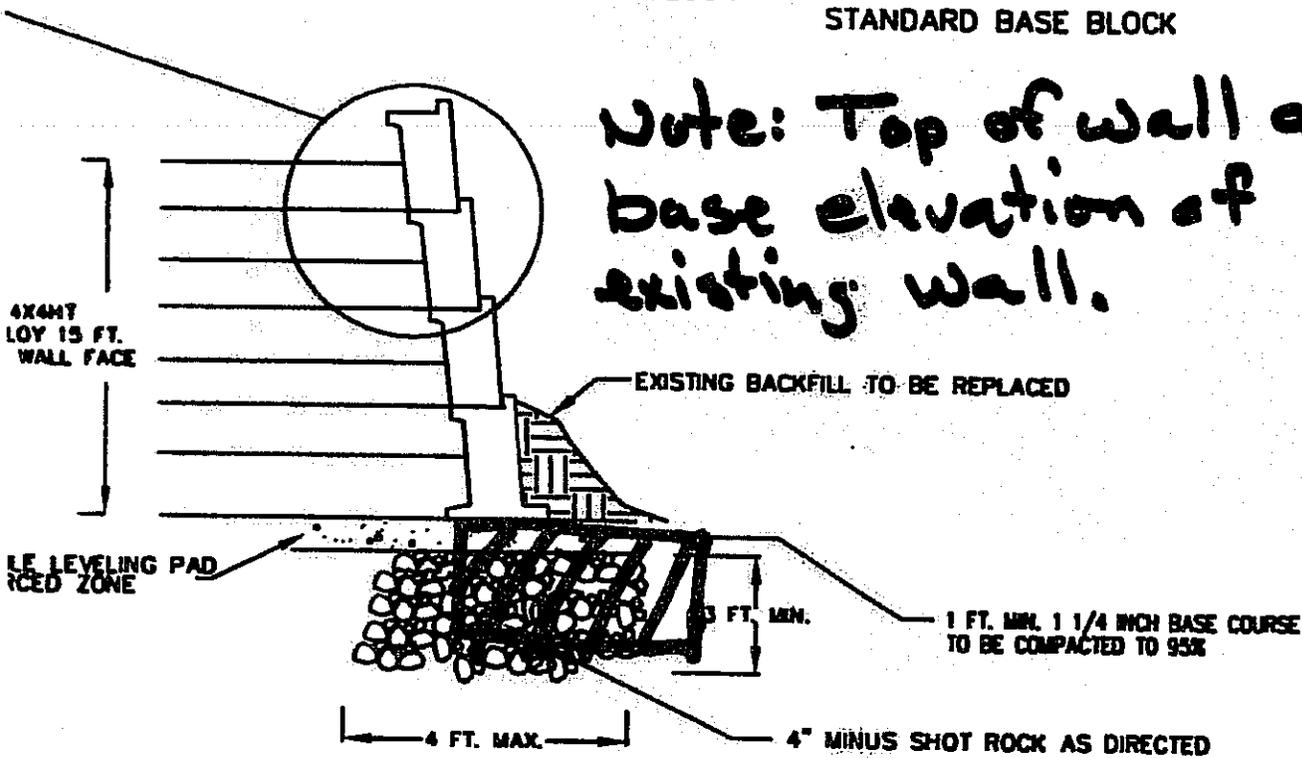
PEND OREILLE COUNTY
PUBLIC WORKS DEPARTMENT
P.O. BOX 5040 Newport, WA. 99156

PROJECT:	L
C.R.P.	773
DATE	01/10/20

CONCRETE GABION



Note: Top of wall at base elevation of existing wall.



TYPICAL SECTION

Note: Depth of wall at existing base elevation

19+00

19+25

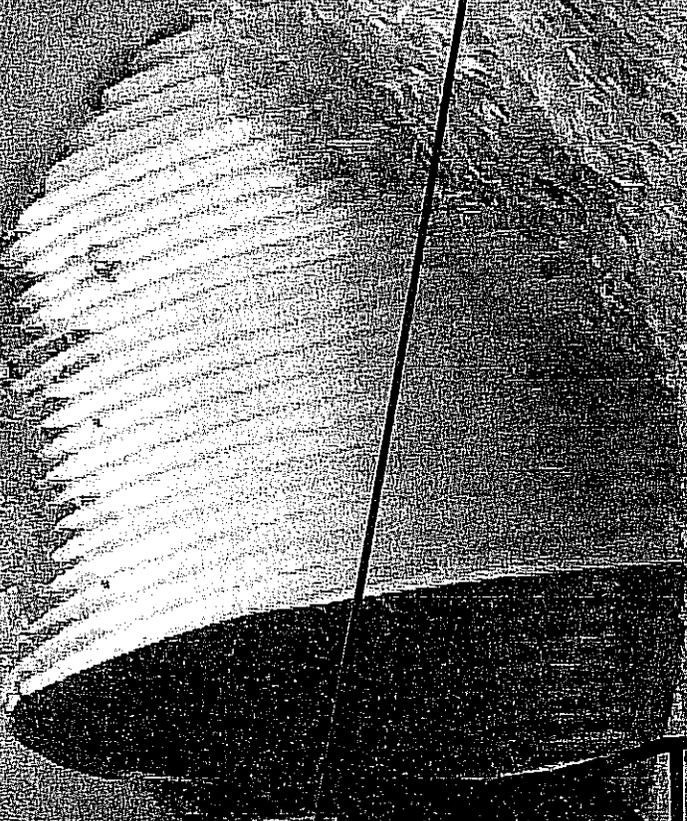
19+50

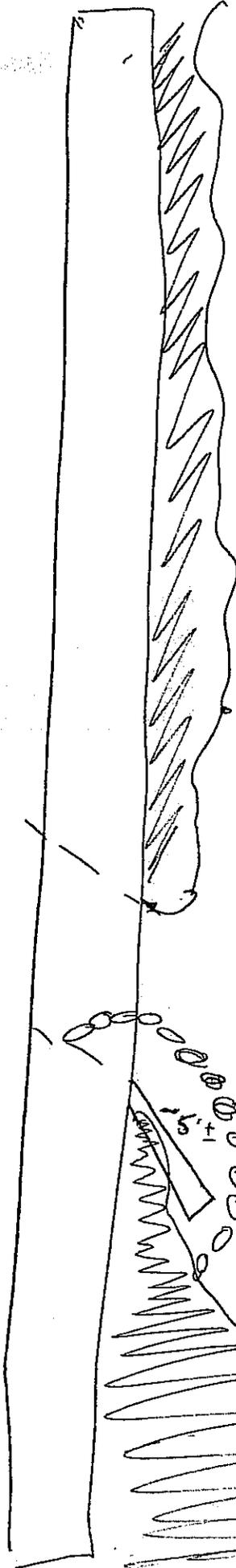
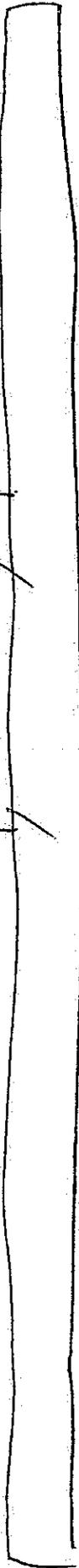
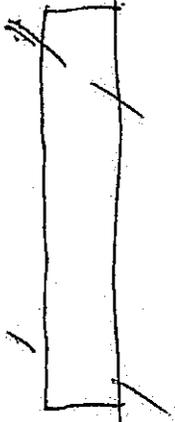
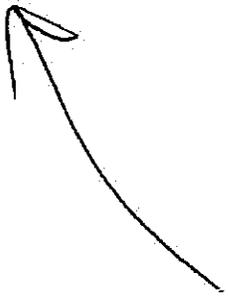
OHWM

4' 11" S

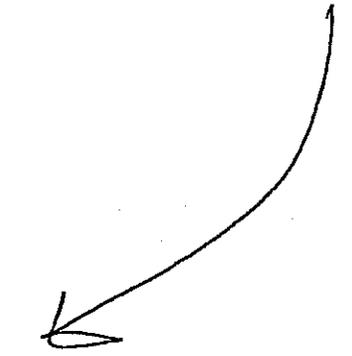
4' 11" S

4' minus rock





End bags +
visgreen





HYDRAULIC PROJECT APPROVAL

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

Issued Date: December 19, 2014
Project End Date: January 31, 2015

Permit Number: 2014-1-115+01
FPA/Public Notice Number: N/A
Application ID: 2440

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Pend Oreille County ATTENTION: Don Ramsey PO Box 5066 Newport, WA 99156-5066	Todd McLaughlin P.O. Box 5066 Newport, WA 99156

Project Name: Miltner's Slough repair

Project Description: A few days ago, a berm was discovered in front of a county culvert. The unauthorized berm was constructed using fill material from the sides of the inlet side of the culvert. The south side of the berm washed out and the resulting flow eroded the now exposed bank. Pend Oreille County is proposing installing a 5.0' long concrete wingwall extending from the culvert. At the outlet of the culvert, rocks and cement blocks were placed in the stream to hold a water line. These materials are changing the stream channel and should be removed by hand.

PROVISIONS

1. Work shall be accomplished per plans and specifications approved by the Washington Department of Fish and Wildlife entitled JARPA and dated December 18, 2014 except as modified by this Hydraulic Project Approval. A copy of these plans shall be available on site during construction.
2. The project may begin immediately and shall be completed by February 28, 2015.
3. All culvert repair work shall be done in the dry or in isolation from the stream flow by the installation of a bypass channel, or by pumping the stream flow around the work area.
4. The use of equipment below the ordinary high water line shall be limited to that necessary to gain position for work.
5. Equipment used for this project shall be free of external petroleum-based products while working around the stream. Accumulation of soils or debris shall be removed from the drive mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to its working below the ordinary high water line. Equipment shall be checked daily for leaks and any necessary repairs shall be completed prior to commencing work activities along the stream.
6. Equipment crossings of the stream are not authorized by this HPA.
7. If at any time, as a result of project activities, fish are observed in distress, a fish kill occurs, or water quality problems develop (including equipment leaks or spills), immediate notification shall be made to the Washington Military Department's Emergency Management Division at 1-800-258-5990, and to the Area Habitat Biologist listed below.
8. Every effort shall be taken during all phases of this project to ensure that sediment-laden water is not allowed to enter the stream. This may be accomplished by placing a series of low gravel bag dams downstream of the project. The gravel bag dams shall consist of burlap bags filled with pea gravel. The streambed and dams shall be overlain with filter fabric on the upstream side of the dams. Accumulated silt shall be removed with the filter fabric upon completion of the project and the burlap bags shall be slit to allow the pea gravel to disperse downstream. Where necessary, hand tools may be used to ensure stream flow and fish passage are not impeded by the gravel.
9. Erosion control methods shall be used to prevent silt-laden water from entering the stream. These may include, but are not limited to, straw bales, filter fabric, temporary sediment ponds, check dams of pea gravel-filled burlap bags or other material, and/or immediate mulching of exposed areas.



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10. Wastewater from project activities and water removed from within the work area shall be routed to an area landward of the ordinary high water line to allow removal of fine sediment and other contaminants prior to being discharged to the stream.

11. All waste material such as construction debris, silt, excess dirt or overburden resulting from this project shall be deposited above the limits of flood water in an approved upland disposal site.

12. If high flow conditions that may cause siltation are encountered during this project, work shall stop until the flow subsides.

LOCATION #1:		, , WA				
WORK START:		December 19, 2014		WORK END:		January 31, 2015
WRIA		Waterbody:			Tributary to:	
62 - Pend Oreille		Pend Oreille River			Columbia River	
1/4 SEC:	Section:	Township:	Range:	Latitude:	Longitude:	County:
	07	31 N	46 E	48.208	-117.047	Pend Oreille
Location #1 Driving Directions						
Cross Old Town bridge (Hwy 2), left on LeClerc Rd. S., crossing is 1.7 miles.						

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 a civil penalty of up to one hundred dollars per day and/or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.



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

MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA. A minor modification to the required work timing means up to a one-week deviation from the timing window in the HPA when there are no spawning or incubating fish 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. Minor modifications do not require you to pay additional application fees or be issued a new HPA. 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 do not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Include the HPA number and a description of the requested change and 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. Do not include payment with your request. 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 paid an application fee for your original HPA you must pay an additional \$150 for the major modification. If you did not pay an application fee for the original HPA, no fee is required for a change to it. 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 do not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Include the HPA number, check, and a description of the requested change. Send your written request and payment, if applicable, by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. 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 220-110-340 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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Permit Number: 2014-1-115+01
FPA/Public Notice Number: N/A
Application ID: 2440

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 Washington Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091; 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 will conduct an informal hearing 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 220-110-350 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 Washington Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091; 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 Jeffrey.Lawlor@dfw.wa.gov
Jeff Lawlor 509-892-1001, Ext:321

 for Director
WDFW



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (509) 358-3800 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 601 West Main Street, Suite 1400 Spokane, WA 99201-0635		CONTACT NAME: Danielle Carroll PHONE (A/C, No, Ext): (509) 358-3979 FAX (A/C, No): (866) 510-9588 E-MAIL ADDRESS: danielle.carroll@wellsfargo.com	
INSURED Versatile Industries, Inc. PO Box 275 Ione, WA 99139		INSURER(S) AFFORDING COVERAGE INSURER A: American States Insurance Company NAIC # 19704 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

RECEIVED

DEC 31 2014

PEND OREILLE CO. PUBLIC WORKS DEPT.

COVERAGES **CERTIFICATE NUMBER:** 8565908 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			01-CI-293099-6	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA STOP GAP \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			01-CI-293110-6	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			01-SU-430696-3	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project - Miltners Slew Emergency Wall Repair
Evidence of Insurance

CERTIFICATE HOLDER Pend Oreille County Public Works Dept ATTN: George Luft PO Box 5040 Newport WA 99156	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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