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PROJECT OVERVIEW

Case Inlet Bulkhead Removal and Estuary Restoration

Mason Conservation District (MCD) is working with a private landowner to help restore beach and estuarine habitat processes on Case Inlet in Mason County, Washington. The project site is in Washington Tidal Reference Area 2 (Olympia) on Highway 302 in Victor. Estuarine habitat and beach processes are currently adversely impacted by rock armoring (bulkhead) and fill placement within a historic estuary of a small unnamed stream. The bulkhead feature hardens the shoreline preventing natural shoreline hydraulics and associated sediment dynamics. These impacts limit access and habitat to coastal plant and animal species. Fill within the estuary has also negatively impacted estuarine function which has led to excess erosion and sediment transport and has also limited access to this historic estuarine habitat to aquatic plants and animal species.

Specific elements of the project include but are not limited to the following (see the Engineer's Plans, Appendix A for more information and details):

- Remove approximately 96-feet of rock bulkhead.
- Remove and dispose of 2 metal culverts and associated concrete lined channel.
- Excavate beach and estuary area to design subgrade (approximately 265 cubic yards of material to be excavated).
- Realign and grade the small stream back into its historic alignment.
- Fill the existing small stream channel with approximately 75 cubic yards of material from on-site excavated material and grade per plans.
- Construct approximately 75-foot-long earthen berm using 7 cubic yards of on-site excavated material and 9 cubic yards of imported 50/50 topsoil/ compost planting mix.
- Excavate to design subgrade and install approximately 8 cubic yards of imported "key trench" angular rock as a base for the "beach back berm" and cover with imported beach nourishment gravels.
- Grade and establish a more natural active beach face slope and storm berm ("beach back berm") height. Grade and apply approximately 205 cubic yards of imported beach nourishment gravels to the beach and estuary areas. The backside of the "beach back berm" will also have approximately 3 cubic yards of 50/50 topsoil/ compost planting mix applied to it.
- Install 6 large logs with rootwads (appropriately anchored per plans) on the beach.
- Dispose of approximately 185 cubic yards of excess excavated beach and estuary material.

All equipment, machinery, and materials to be used or incorporated into the Work on the beach shall be brought to the project site via barge. All debris and excess excavated spoils shall also be removed from the site via barge.

Much of the work on this project will take place at or below the ordinary high water mark (OHWM) and must be completed in accordance with MCD's Washington Department of Fish and Wildlife's (WDFW) Hydraulic Project Approval (HPA) permit (see Appendix B) and United States Army Corps of Engineers' (USACE) Nation Wide Permit (NWP) 27 (see Appendix C1 and C2). The HPA stipulates that work below the OHWM will only be allowed from April 1 through June 30. MCD wishes to commence and complete this project in April – May of 2026.

1 **INTRODUCTION TO THE SPECIAL PROVISIONS**

2
3 *(January 4, 2024 APWA GSP, Option A)*

4
5 The work on this project shall be accomplished in accordance with the *Standard Specifications*
6 *for Road, Bridge and Municipal Construction*, 2025 edition, as issued by the Washington State
7 Department of Transportation (WSDOT) and the American Public Works Association (APWA),
8 Washington State Chapter (hereafter “Standard Specifications”). The Standard
9 Specifications, as modified or supplemented by these Special Provisions, all of which are
10 made a part of the Contract Documents, shall govern all of the Work.

11
12 These Special Provisions are made up of both General Special Provisions (GSPs) from
13 various sources, which may have project-specific fill-ins; and project-specific Special
14 Provisions. Each Provision either supplements, modifies, or replaces the comparable
15 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition
16 to any subsection or portion of the Standard Specifications is meant to pertain only to that
17 particular portion of the section, and in no way should it be interpreted that the balance of the
18 section does not apply.

19
20 The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and
21 its source. For example:

22
23 *(March 8, 2013 APWA GSP)*
24 *(April 1, 2013 WSDOTGSP)*

25
26
27 *Project specific special provisions are labeled without a date as such:*
28 *(*****)*

29
30 Also incorporated into the Contract Documents by reference are:

- 31
- 32 • *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted
33 edition, with Washington State modifications, if any
34 [Manual on Uniform Traffic Control Devices \(MUTCD\) | Manuals | WSDOT](#)
 - 35
36 • Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current
37 edition
38 [Standard plans | WSDOT](#)
 - 39
40 • 2024 Stormwater Management Manual for Western Washington (SWMMWW)
41 [Stormwater manuals - Washington State Department of Ecology](#)
 - 42
43 • 2019 Temporary Erosion and Sediment Control Manual, WSDOT
44 [Temporary Erosion and Sediment Control Manual | WSDOT](#)

45
46 Contractor shall obtain copies of these publications, at Contractor’s own expense.
47
48

1 **DIVISION 1**

2 **General Requirements**

3

4 **Description of Work**

5

6 This Contract provides for the restoration and improvement of a private landowner's beach
7 and estuarine habitat processes on Case Inlet in Mason County, Washington. This Work
8 includes but is not limited to: removing approximately 96-feet of rock bulkhead, excavating
9 and grading a more natural beach slope and storm berm, removing 2 metal culverts and
10 associated concrete lined channel, realigning a small stream back into its historic alignment,
11 constructing an approximately 75-foot earthen berm, installation of 6 large logs with rootwads
12 on the beach, and other work in accordance with the Engineer's Plans, these Contract
13 Provisions, and the Washington State Department of Transportation - 2025 Standard
14 Specifications for Road, Bridge, and Municipal Construction.

15

16 All equipment, machinery, and materials to be used or incorporated into the Work on the beach
17 shall be brought to the project site via barge. All debris and excess excavated spoils shall also
18 be removed from the site via barge.

19

20 Much of the work on this project will take place at or below the OHWM and must be completed
21 in accordance with MCD's Washington Department of Fish and Wildlife HPA permit (see
22 Appendix B) and USACE's Nation Wide Permit (NWP) 27 (see Appendix C1 and C2). The
23 HPA stipulates that work below the OHWM will only be allowed from April 1 through June 30.
24 Work on this project may not begin until an approved biologist surveys for and confirms that
25 no forage fish are spawning in the area. Once approved, all work waterward of the High Tide
26 Line must be completed within two weeks from the biologist's inspection date.

27

28 MCD wishes to commence and complete this project in April – May of 2026.

29

30

31 **Section 1-01, Definitions and Terms**

32

33

34 **1-01.3 Definitions**

35 *(January 19, 2022 APWA GSP)*

36

37 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace
38 them with the following:

39

40 **Dates**

41

Bid Opening Date

42

The date on which the Contracting Agency publicly opens and reads the Bids.

43

Award Date

44

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

46

Contract Execution Date

47

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

1 **Notice to Proceed Date**
2 The date stated in the Notice to Proceed on which the Contract time begins.

3 **Substantial Completion Date**
4 The day the Contracting Agency or Authorized Representative determines the
5 Contracting Agency has full and unrestricted use and benefit of the facilities, both from
6 the operational and safety standpoint, any remaining traffic disruptions will be rare and
7 brief, and only minor incidental work, replacement of temporary substitute facilities,
8 plant establishment periods, or correction or repair remains for the Physical
9 Completion of the total Contract.

10 **Physical Completion Date**
11 The day all of the Work is physically completed on the project. All documentation
12 required by the Contract and required by law does not necessarily need to be furnished
13 by the Contractor by this date.

14 **Completion Date**
15 The day all the Work specified in the Contract is completed and all the obligations of
16 the Contractor under the contract are fulfilled by the Contractor. All documentation
17 required by the Contract and required by law must be furnished by the Contractor
18 before establishment of this date.

19 **Final Acceptance Date**
20 The date on which the Contracting Agency accepts the Work as complete.

21
22 Supplement this Section with the following:

23
24 All references in the Standard Specifications or WSDOT General Special Provisions, to
25 the terms “Department of Transportation”, “Washington State Transportation
26 Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”,
27 and “State Treasurer” shall be revised to read “Contracting Agency”.

28
29 All references to the terms “State” or “state” shall be revised to read “Contracting Agency”
30 unless the reference is to an administrative agency of the State of Washington, a State
31 statute or regulation, or the context reasonably indicates otherwise.

32
33 All references to “State Materials Laboratory” shall be revised to read “Contracting Agency
34 designated location”.

35
36 All references to “final contract voucher certification” shall be interpreted to mean the
37 Contracting Agency form(s) by which final payment is authorized, and final completion and
38 acceptance granted.

39
40 **Additive**
41 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,
42 which may, at the discretion of the Contracting Agency, be awarded in addition to the base
43 bid.

44
45 **Alternate**
46 One of two or more units of work or groups of bid items, identified separately in the Bid
47 Proposal, from which the Contracting Agency may make a choice between different
48 methods or material of construction for performing the same work.

49

1 **Business Day**
2 A business day is any day from Monday through Friday except holidays as listed in Section
3 1-08.5.
4
5 **Contract Bond**
6 The definition in the Standard Specifications for “Contract Bond” applies to whatever bond
7 form(s) are required by the Contract Documents, which may be a combination of a
8 Payment Bond and a Performance Bond.
9
10 **Contract Documents**
11 See definition for “Contract”.
12
13 **Contract Time**
14 The period of time established by the terms and conditions of the Contract within which
15 the Work must be physically completed.
16
17 **Notice of Award**
18 The written notice from the Contracting Agency to the successful Bidder signifying the
19 Contracting Agency’s acceptance of the Bid Proposal.
20
21 **Notice to Proceed**
22 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
23 and directing the Contractor to proceed with the Work and establishing the date on which
24 the Contract time begins.
25
26 **Traffic**
27 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
28 equestrian traffic.
29
30

31 **Section 1-02, Bid Procedures and Conditions**

32
33
34 **1-02.1 Prequalification of Bidders**

35
36 Delete this section and replace it with the following:

37
38 **1-02.1 Qualifications of Bidder**
39 *(January 24, 2011 APWA GSP)*

40
41 Before award of a public works contract, a bidder must meet at least the minimum
42 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to
43 be awarded a public works project.

44
45 Add the following new section:

46
47 **1-02.1(1) Supplemental Qualifications Criteria**
48 *(July 31, 2017 APWA GSP; requires pre-approval on FHWA funded projects, through*
49 *WSDOT/Local Programs AND *****)*

50
51 In addition, the Contracting Agency has established Contracting Agency-specific and/or
52 project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for

1 determining Bidder responsibility, including the basis for evaluation and the deadline for
2 appealing a determination that a Bidder is not qualified. These criteria are contained in
3 Section 1-02.14 Option C of these Special Provisions.
4

5 All Bidders shall complete and submit the Supplemental Bidder Responsibility Criteria
6 document with their bids. Projects referenced in this document shall demonstrate the Bidder's
7 experience and expertise in shoreline and/ or riparian restoration in water work. The Bidder is
8 required to have successfully performed at least three (3) projects of similar scope within the
9 last five (5) years, including at least one project totaling at least \$100,000. Referenced projects
10 should demonstrate the bidder's experience and qualifications in conducting such work in a
11 timely manner.
12

13 For the purposes of determining whether Bidders are pre-qualified, "similar" projects will
14 be defined by the following criteria checklist:

- 15 • In water work, following Washington Dept. of Fish and Wildlife and US Army Corps
16 of Engineers permits and regulations
- 17 • Use of a barge in at least one of the "similar" projects referenced
- 18 • Bulkhead removal and/ or construction
- 19 • Shoreline and/ or riparian restoration construction
20

21 The Contractor shall fill out and submit the "Supplemental Bidder Responsibility Criteria" with
22 this bid for work in shoreline and/ or riparian restoration.
23

24 The forms shall be completed in their entirety and submitted with the bid. Failure to submit the
25 completed forms and meet the requirements as stated in Section 1-02.1 of the Special
26 Provisions shall be grounds for rejection of bid.
27
28

29 **1-02.2 Plans and Specifications**

30 *(June 27, 2011 APWA GSP)*
31

32 Delete this section and replace it with the following:
33

34 Information as to where Bid Documents can be obtained or reviewed can be found in the
35 Notice to Bidders (Advertisement for Bids) for the work.
36

37 After award of the contract, plans and specifications will be issued to the Contractor at no
38 cost as detailed below:
39

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	2	Furnished automatically upon award.

40 Additional plans and Contract Provisions may be obtained by the Contractor from the
41 source stated in the "Notice to Bidders," at the Contractor's own expense.
42
43
44

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

2

3 **1-02.4(1) General**

4 (*****)

5

6 The first sentence of the ninth paragraph, beginning with “Prospective Bidder desiring...”,
7 is revised to read:

8

9 Prospective Bidders desiring an explanation or interpretation of the Bid Documents,
10 shall request the explanation or interpretation by email on or before the date to submit
11 questions set forth in the “Notice to Bidders.”

12

13

14 **1-02.5 Proposal Forms**

15 (*****)

16

17 Delete this section and replace it with the following:

18

19 The Proposal Form will identify the project and its location and describe the work. It will
20 also list estimated quantities, units of measurement, the items of work, and the materials
21 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal
22 form that call for, but are not limited to, unit prices; extensions; summations; the total bid
23 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment
24 of addenda; the bidder’s name, address, telephone number, and signature; a State of
25 Washington Contractor’s Registration Number; and a Business License Number, if
26 applicable. Bids shall be in legible figures (not words) written in ink or typed and expressed
27 in U.S. dollars. The required certifications are included as part of the Proposal Form.

28

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

32

33

34 **1-02.6 Preparation of Proposal**

35 *(April 22 and June 11, 2025 APWA GSP, Option B and C)*

36

37 The first sentence of the second paragraph is revised to read as follows:

38 All prices shall be in legible figures (not words) written in ink or typed, and expressed in
39 U.S. dollars.

40

41 Supplement the second paragraph with the following:

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

44

45 The fourth paragraph of Section 1-02.6 is revised to read:

46

47 The Bidder shall submit with the Bid the completed Subcontractor List included in the
48 Contracting Agency Proposal Package. If a Subcontractor List Form is not included in the
49 package, use DOT Form 271-015LP. The Form shall contain the following:

50

- 1 1. In the space provided on the Subcontractor Listing, list all subcontractors to be
- 2 used to perform the work on this project and the type of work they will be doing.
- 3 2. Subcontractors who will perform the work of structural steel installation, rebar
- 4 installation, heating, ventilation, air conditioning, and plumbing as described in
- 5 RCW 18.106 and electrical as described in RCW 19.28,
- 6 3. Subcontractors who will perform the work of structural steel installation, rebar
- 7 installation, heating, ventilation, air conditioning, and plumbing as described in
- 8 RCW 18.106 and electrical as described in RCW 19.28,
- 9 4. No more than one subcontractor for each category of work identified, except, when
- 10 subcontractors vary with Bid alternates, in which case the Bidder shall identify
- 11 which subcontractor will be used for which alternate.
- 12

13 Delete the last two paragraphs, and replace them with the following:

14
15 The Bidder shall submit with their Bid a completed Certification of Compliance with Wage
16 Payment Statutes form, provided by the Contracting Agency. Failure to return this
17 certification as part of the Bid Proposal package will make this Bid Nonresponsive and
18 ineligible for Award. A Certification of Compliance with Wage Payment Statutes form is
19 included in the Proposal Forms.

20
21 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

22
23 A bid by a corporation shall be executed in the corporate name, by the president or a vice
24 president (or other corporate officer accompanied by evidence of authority to sign).

25
26 A bid by a partnership shall be executed in the partnership name and signed by a partner.

27
28 A bid by a joint venture shall be executed in the joint venture name and signed by a
29 member of the joint venture.

30 31 32 **1-02.7 Bid Deposit**

33 *(March 8, 2013 APWA GSP)*

34
35 Supplement this section with the following:

36
37 Bid bonds shall contain the following:

- 38 1. Contracting Agency-assigned number for the project;
- 39 2. Name of the project;
- 40 3. The Contracting Agency named as obligee;
- 41 4. The amount of the bid bond stated either as a dollar figure or as a percentage which
- 42 represents five percent of the maximum bid amount that could be awarded;
- 43 5. Signature of the bidder's officer empowered to sign official statements. The signature
- 44 of the person authorized to submit the bid should agree with the signature on the bond,
- 45 and the title of the person must accompany the said signature;
- 46 6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

47
48 If so stated in the Contract Provisions, bidder must use the bond form included in the
49 Contract Provisions.

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1 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

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1-02.9 Delivery of Proposal

(*****)

Delete this section and replace it with the following:

ALL BID PROPOSALS must be received on or before the day and hour called for in the Notice to Bidders. Bid Proposals must be in writing or electronically filled out on forms furnished from the **Builders Exchange of Washington**, and along with proposal deposit. Each Proposal (including all required attachments) shall be submitted to Mason Conservation District by one of the following methods:

1. Attach and email Bid documents to accounting@masoncd.org. Bid documents containing required initials and signatures must be signed using a digital signature. Emails containing the attached completed Bids shall include, in the email title, the project name and Bidder's name. **Please send a separate email to accounting@masoncd.org requesting confirmation that MCD received the submitted bid.**
2. Deliver (in person or through parcel/ mail carrier) hard copy Bid documents in a sealed 12" x 9" envelope, with an indication on the front bottom left corner of said envelope, the project name, name of bidder, and date and time of opening.
Deliver Bid documents to:

Mason Conservation District

Case Inlet Bulkhead Removal and Estuary Restoration, MCD #2026-01

450 W. Business Park Road

Shelton, WA 98584

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12 and the "Notice to Bidders." Mason Conservation District will not open or consider any Bid Proposal that is received after the time specified in the "Notice to Bidders" for receipt of Bid Proposals or received in a location other than that specified in the "Notice to Bidders." Mason Conservation District will not open or consider any "Supplemental Information" (Written Confirmation Documents or GFE Documentation) that is received after the time specified or received in a location other than that specified in the "Notice to Bidders."

If an emergency or unanticipated event interrupts normal work processes of Mason Conservation District so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 or the "Notice to Bidders," the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which the normal work processes of Mason Conservation District resume.

Bidders are not required to be present at the public opening of Bid Proposals.

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

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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.

1-02.12 Public Opening of Proposals

(*****)

Supplement this section with the following:

Bidders are not required to be present at the public opening of Bid Proposals.

Bidders may request a “virtual viewing” of the public bid opening by sending an email to asorter@masoncd.org requesting an invitation to the virtual viewing a minimum of 24 hours prior to the public bid opening date and time as delineated in the Notice to Bidders.

After the Bid Opening, Bidders may obtain bid results from Mason Conservation District by calling the number or email listed on the cover of the bid package.

1-02.13 Irregular Proposals

(November 21, 2025 APWA GSP)

Delete this section and replace it with the following:

- 1. A Proposal will be considered irregular and may be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - c. A price per unit cannot be determined from the Bid Proposal;
 - d. The Proposal form is not properly executed;
 - e. The Bidder fails to submit or properly complete the Subcontractor Listing form provided by the Contracting Agency as required in Section 1-02.6;

- 1 f. The Bidder fails to submit the Bidder Questionnaire, if applicable, as required
- 2 by Section 1-02.6, or if the documentation that is submitted fails to meet the
- 3 requirements of the Special Provisions; or
- 4 g. The Bid Proposal does not constitute a definite and unqualified offer to meet
- 5 the material terms of the Bid invitation.
- 6
- 7 2. A Proposal may be considered irregular and may be rejected if:
 - 8 a. The Proposal does not include a unit price for every Bid item;
 - 9 b. Any of the unit prices are excessively unbalanced (either above or below the
 - 10 amount of a reasonable Bid) to the potential detriment of the Contracting
 - 11 Agency;
 - 12 c. The authorized Proposal Form furnished by the Contracting Agency is not used
 - 13 or is altered;
 - 14 d. The completed Proposal form contains unauthorized additions, deletions,
 - 15 alternate Bids, or conditions;
 - 16 e. Receipt of Addenda is not acknowledged;
 - 17 f. A member of a joint venture or partnership and the joint venture or partnership
 - 18 submit Proposals for the same project (in such an instance, both Bids may be
 - 19 rejected); or
 - 20 g. If Proposal form entries are not made in ink or typed.
 - 21
 - 22

23 **1-02.14 Disqualification of Bidders**

24 *(May 17, 2018 APWA GSP, Option C)*

25
26 Delete this section and replace it with the following:

27
28 A Bidder will be deemed not responsible if the Bidder does not meet the Mandatory
29 Bidder Responsibility Criteria in RCW 39.04.350(1), as amended; or does not meet
30 Supplemental Criteria 1 through 8 in this Section:

31
32 The Contracting Agency will verify that the Bidder meets the Mandatory Bidder
33 Responsibility Criteria in RCW 39.04.350(1), and Supplemental Criteria 1 and 2.
34 Evidence that the Bidder meets Supplemental Criteria 3 through 8 shall be provided by
35 the Bidder as stated later in this Section.

36 37 1. **Delinquent State Taxes**

38
39 A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State
40 Department of Revenue without a payment plan approved by the Department
41 of Revenue.

42
43 B. Documentation: The Bidder, if and when required as detailed below, shall sign
44 a statement (on a form to be provided by the Contracting Agency) that the
45 Bidder does not owe delinquent taxes to the Washington State Department of
46 Revenue, or if delinquent taxes are owed to the Washington State Department
47 of Revenue, the Bidder must submit a written payment plan approved by the
48 Department of Revenue, to the Contracting Agency by the deadline listed
49 below.

50 51 2. **Federal Debarment**

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- A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
- B. Documentation: The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

3. **Subcontractor Responsibility**

- A. Criterion: The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

- A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
 - Name of project
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

- A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the

1 Bidder and/or its owners have not been convicted of a crime involving bidding
2 on a public works contract.

3
4 **6. Termination for Cause / Termination for Default**

5
6 A. Criterion: The Bidder shall not have had any public works contract terminated
7 for cause or terminated for default by a government agency in the five years
8 prior to the bid submittal date, unless there are extenuating circumstances and
9 such circumstances are deemed acceptable to the Contracting Agency.

10
11 B. Documentation: The Bidder, if and when required as detailed below, shall sign
12 a statement (on a form to be provided by the Contracting Agency) that the
13 Bidder has not had any public works contract terminated for cause or
14 terminated for default by a government agency in the five years prior to the bid
15 submittal date; or if Bidder was terminated, describe the circumstances.

16
17 **7. Lawsuits**

18
19 A. Criterion: The Bidder shall not have lawsuits with judgments entered against
20 the Bidder in the five years prior to the bid submittal date that demonstrate a
21 pattern of failing to meet the terms of contracts, unless there are extenuating
22 circumstances and such circumstances are deemed acceptable to the
23 Contracting Agency.

24
25 B. Documentation: The Bidder, if and when required as detailed below, shall sign
26 a statement (on a form to be provided by the Contracting Agency) that the
27 Bidder has not had any lawsuits with judgments entered against the Bidder in
28 the five years prior to the bid submittal date that demonstrate a pattern of failing
29 to meet the terms of contracts, or shall submit a list of all lawsuits with
30 judgments entered against the Bidder in the five years prior to the bid submittal
31 date, along with a written explanation of the circumstances surrounding each
32 such lawsuit. The Contracting Agency shall evaluate these explanations to
33 determine whether the lawsuits demonstrate a pattern of failing to meet of
34 terms of construction related contracts.

35
36 **8. Supplemental Bidder Responsibility Criteria**

37
38 A. Criterion: The Bidder shall meet the minimum relevant experience
39 requirements to demonstrate their ability to work within permit guidelines for “in
40 water work” which includes bulkhead removal and/ or shoreline or riparian
41 restoration construction. The Bidder is required to have successfully performed
42 at least three (3) projects of similar scope within the last five (5) years, including
43 at least one project totaling at least \$100,000. The referenced projects should
44 demonstrate the bidder’s experience and qualifications in conducting such
45 work in a timely manner. At least one of the past job references shall include
46 the use of a barge to complete the work. See section 1-02.1(1) Supplemental
47 Qualifications Criteria for more information.

48
49 B. Documentation: The Bidder shall complete the “Supplemental Bidder
50 Responsibility Criteria” from, in its entirety, and submit it to Mason Conservation
51 District with their bid. See section 1-02.1(1) Supplemental Qualifications
52 Criteria for more information.

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The Bidder shall complete the “Supplemental Bidder Responsibility Criteria” from, in its entirety, and submit it to Mason Conservation District with their bid together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Responsibility Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder’s compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the Supplemental Criteria.

The basis for evaluation of Bidder compliance with these mandatory and Supplemental Criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above 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 two (2) 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 two business days after the Bidder determined to be not responsible has received the Contracting Agency’s final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

1-02.15 Pre Award Information

(*****)

Revise this section to read:

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

- 1 1. A complete statement of the origin, composition, and manufacture of any or all
- 2 materials to be used;
- 3 2. Samples of these materials for quality and fitness tests;
- 4 3. A progress schedule (in a form the Contracting Agency requires) showing the order of
- 5 and time required for the various phases of the work;
- 6 4. A breakdown of costs assigned to any bid item;
- 7 5. Attendance at a conference with the Engineer or representatives of the Engineer;
- 8 6. Obtain, and furnish a copy of, a business license to do business in the city or county
- 9 where the work is located;
- 10 7. A copy of State of Washington Contractor's Registration; or
- 11 8. Any other information or action taken that is deemed necessary to ensure that the
- 12 bidder is the lowest responsible bidder.
- 13
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16 **Section 1-03, Award and Execution of Contract**

17 **1-03.1 Consideration of Bids**

18 *(December 30, 2022 APWA GSP)*

19 Revise the first paragraph to read:

20
21
22
23 After opening and reading proposals, the Contracting Agency will check them for
24 correctness of extensions of the prices per unit and the total price. If a discrepancy exists
25 between the price per unit and the extended amount of any bid item, the price per unit will
26 control. If a minimum bid amount has been established for any item and the bidder's unit
27 or lump sum price is less than the minimum specified amount, the Contracting Agency will
28 unilaterally revise the unit or lump sum price, to the minimum specified amount and
29 recalculate the extension. The total of extensions, corrected where necessary, including
30 sales taxes where applicable and such additives and/or alternates as selected by the
31 Contracting Agency, will be used by the Contracting Agency for award purposes and to fix
32 the Awarded Contract Price amount and the amount of the contract bond.

33 34 35 **1-03.3 Execution of Contract**

36 *(July 8, 2024 APWA GSP Option A and *****)*

37 Revise this section to read:

38
39
40 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
41 available for signature by the successful bidder within **5 business days** of the Award date.
42 The number of copies to be executed by the Contractor will be determined by the
43 Contracting Agency.

44
45 Within **10 business days** after the Award date, the successful bidder shall return the signed
46 Contracting Agency-prepared contract, an insurance certification as required by Section
47 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of
48 Coverage form for the General Permit with sections I, III, and VIII completed when
49 provided. Before execution of the contract by the Contracting Agency, the successful
50 bidder shall provide any pre-award information the Contracting Agency may require under
51 Section 1-02.15.

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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 the business days after the award date stated above, the Contracting Agency may grant up to a maximum of 5 additional days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond
(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

Add the following new section:

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1-03.4(1) Retainage in Lieu of Contract Bond
(May 17, 2018 APWA GSP)

For contracts of \$150,000 or less, the Contractor may, at the Contractor's option, authorize the Contracting Agency to retain 10% of the contract amount in lieu of furnishing a performance and/or payment bond. If the Contractor elects this option, the retainage shall be held for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Departments of Revenue and of Labor and Industries and settlement of any liens filed under RCW 60.28, whichever is later. The Contractor must advise the Contracting Agency in writing of the Contractor's election to authorize retainage in lieu of a bond, at the time of execution of the Contract.

In choosing this option, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall indemnify and save harmless the Contracting Agency, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided above; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

1-03.7 Judicial Review
(December 30, 2022 APWA GSP)

Revise this section to read:

All decisions 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.

Section 1-04, Scope of the Work

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda
(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

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 1. Addenda,
- 2 2. Proposal Form,
- 3 3. Special Provisions,
- 4 4. Contract Plans,
- 5 5. Standard Specifications,
- 6 6. Contracting Agency's Standard Plans or Details (if any), and
- 7 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

8
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10 **1-04.4 Changes**

11 *(January 19, 2022 APWA GSP)*

12

13 The first two sentences of the last paragraph of Section 1-04.4 are deleted.

14

15

16 **1-04.6 Variation in Estimated Quantities**

17 *(May 25, 2006 APWA GSP; may not be used on FHWA-funded projects)*

18

19 Supplement this section with the following:

20

21 The quantities for Bid line items "Debris Hauling & Disposal" and "Excess Excavation
22 Spoils Hauling & Disposal" have been entered into the Proposal only to provide a common
23 proposal for bidders. Actual quantities will be determined in the field as the work
24 progresses, and will be paid at the original bid price, regardless of final quantity. These bid
25 items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

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29 **Section 1-05, Control of Work**

30

31

32 **1-05.3 Drawing and Working Drawings**

33 *(*****)*

34

35 Section 1-05.3 is supplemented with the following:

36

37 No later than at the preconstruction conference, or some other mutually agreed upon submittal
38 time, the Contractor shall submit a written Construction Work Plan. The NTP will not be issued
39 nor is any physical work to be performed at the site until the Construction Work Plan is
40 reviewed and approved by the Contracting Agency. It should include at a minimum:

41

	Section Reference	Submittal Name	Timeline to Submission
1		Work Plan	Prior to NTP being given
2		Signed Statement that Project Manager has Read and Understands Permit Requirements	10 days prior to mobilization

3		A list of all proposed equipment to be used for the Project	10 days prior to mobilization
4	1-08.3 Project Specific Specifications	Detailed progress schedule & timeline for submittals	10 days prior to mobilization, updated as necessary
5	1-07.15(1) 8-01.3(1)F	Spill Prevention, Control, and Countermeasures (SPCC) Plan	10 days prior to mobilization
6	8-01.3(1)A1 1-07.15	Temporary Erosion and Sediment Control (TESC) Plan	10 days prior to mobilization
7	8-31.3 8-31	Water Control Plan	10 days prior to mobilization
8	Project Specific Specifications	Construction Access, Staging, & Stockpile Plan	10 days prior to mobilization
9	2-03.3(20)F	Earthwork Plan	10 days prior to mobilization

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Payment

Payment will be made for the following bid item when included in the proposal:

"Erosion Control & Water Pollution Prevention," lump sum.

The lump sum bid price for "Erosion Control & Water Pollution Prevention" shall be full compensation to create, implement, maintain, and adhere to the SPCC Plan (as described in Section 1-07.15(1) and Section 8-01.3(1)F), TESC Plan (as described in Section 8-01 and Section 1-07.15), and Water Control (TSD) Plan (as described in Section 8-01.3 and Section 8-31). The SPCC, TESC, and Water Control Plans shall be created by the Contractor and sent to the Engineer for approval prior to mobilization to the Project site. The Contractor shall, at minimum, supply and keep on site spill containment systems adequate to contain all fuel leaks and any other tool, material, or product needed to adhere to the SPCC, TESC, and Water Control Plans and/or in accordance with the Standard Specifications and associated Bid Documents. Work shall include the furnishing and delivery of all required materials; installing and maintaining all temporary and permanent erosion and sedimentation control measures; and installing and maintaining all water control devices for work area isolation in accordance with all permits, these Specifications, as shown on the Construction Drawings, or as designated by the Engineer. These facilities shall be upgraded as needed for unexpected storm events, slow construction progress, or to accommodate special construction practices. The Contractor shall implement these and any additional practices and facilities to prevent the transport of sediment from the Project. This lump sum bid price shall be full compensation for all labor, material, and equipment required to create, implement, and adhere to the SPCC, TESC, and Water Control Plans. No additional payment shall be made.

All costs for the creation and submittal of required plans and product documentation not paid for under Bid line item "Erosion Control & Water Pollution Prevention" (the SPCC, TESC, and Water Control Plans are a part of this Bid line item) shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment shall be made.

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2
3 **1-05.4 Conformity With and Deviations from Plans and Stakes**
4

5 Section 1-05.4 is supplemented with the following:
6

7 **Roadway and Utility Surveys**

8 (*****)
9

10 The Engineer shall furnish to the Contractor **one time only** all principal lines, grades, and
11 measurements the Engineer deems necessary for completion of the work. These shall
12 generally consist of one initial set of:

- 13 1. set project benchmarks, as necessary;
 - 14 2. access, staging, and clearing limits;
 - 15 3. “beach back berm” and “earthen berm”;
 - 16 4. new channel centerline;
 - 17 5. delineation line between beach and estuary grading;
 - 18 6. limits of excavation and grading; and
 - 19 7. delineate and mark cultural resources buffer
- 20
21

22 **1-05.7 Removal of Defective and Unauthorized Work**

23 (October 1, 2005 APWA GSP)
24

25 Supplement this section with the following:
26

27 If the Contractor fails to remedy defective or unauthorized work within the time specified in a
28 written notice from the Engineer, or fails to perform any part of the work required by the
29 Contract Documents, the Engineer may correct and remedy such work as may be identified in
30 the written notice, with Contracting Agency forces or by such other means as the Contracting
31 Agency may deem necessary.
32

33 If the Contractor fails to comply with a written order to remedy what the Engineer determines
34 to be an emergency situation, the Engineer may have the defective and unauthorized work
35 corrected immediately, have the rejected work removed and replaced, or have work the
36 Contractor refuses to perform completed by using Contracting Agency or other forces. An
37 emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy
38 could be potentially unsafe, or might cause serious risk of loss or damage to the public.
39

40 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
41 remedying defective or unauthorized work, or work the Contractor failed or refused to perform,
42 shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due,
43 or to become due, the Contractor. Such direct and indirect costs shall include in particular, but
44 without limitation, compensation for additional professional services required, and costs for
45 repair and replacement of work of others destroyed or damaged by correction, removal, or
46 replacement of the Contractor’s unauthorized work.
47

48 No adjustment in contract time or compensation will be allowed because of the delay in the
49 performance of the work attributable to the exercise of the Contracting Agency’s rights
50 provided by this Section.
51

1 The rights exercised under the provisions of this section shall not diminish the Contracting
2 Agency's right to pursue any other avenue for additional remedy or damages with respect to
3 the Contractor's failure to perform the work as required.
4

5 6 **1-05.9 Equipment**

7 (*****)
8

9 Supplement this section with the following:
10

11 All equipment shall be thoroughly cleaned of all dirt/mud, seeds, and other vegetative debris
12 before it is moved onto the Project site.
13

14 All equipment shall be free of oil, hydraulic fluid, and diesel fuel leaks.
15

16 Check equipment daily for leaks and complete any required repairs before using the
17 equipment in or near the water.
18

19 Equipment used in or near water must use environmentally acceptable lubricants composed
20 of biodegradable base oils. These are vegetable oils, synthetic esters, and polyalkylene
21 glycols.
22

23 All equipment, machinery, and materials to be used or incorporated into the Work on the beach
24 shall be brought to the project site via barge.
25

26 If the barge has been used in any other waterbody, it shall be inspected before arrival to
27 ensure the vessel and ballast are free of invasive species.
28

29 Operate and anchor vessels and barges during construction in a manner that protects
30 native aquatic vegetation.
31

32 Maintain anchor cable tension, set and retrieve anchors vertically, and prevent mooring
33 cables from dragging to avoid impacts to seagrass and kelp.
34

35 It will be the Contractor's responsibility to ensure that adequate measures have been taken.
36
37

38 **1-05.11 Final Inspection**

39 Delete this section and replace it with the following:
40

41 42 **1-05.11 Final Inspections and Operational Testing**

43 *(October 1, 2005 APWA GSP)*
44

45 **1-05.11(1) Substantial Completion Date**

46
47 When the Contractor considers the work to be substantially complete, the Contractor shall
48 so notify the Engineer and request the Engineer establish the Substantial Completion
49 Date. The Contractor's request shall list the specific items of work that remain to be
50 completed in order to reach physical completion. The Engineer will schedule an inspection
51 of the work with the Contractor to determine the status of completion. The Engineer may
52 also establish the Substantial Completion Date unilaterally.

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

Upon receipt of written notice concurring in or denying substantial 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 Engineer 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 Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied that the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.13 Superintendents, Labor, and Equipment of Contractor
(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

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

2 (*****)

3

4 Revise the second paragraph to read:

5

6 All correspondence from the Contractor shall be served and directed to the Engineer. All
7 correspondence from the Contractor constituting any notification, notice of protest, notice of
8 dispute, or other correspondence constituting notification required to be furnished under the
9 Contract, must be written in paper format, hand delivered or sent via certified mail delivery
10 service with return receipt requested to the Engineer. Electronic copies such as e-mails or
11 electronically delivered copies of correspondence will not constitute such notice and will not
12 comply with the requirements of the Contract.

13

14 Add the following new section:

15

16 **1-05.16 Water and Power**

17 (October 1, 2005 APWA GSP)

18

19 The Contractor shall make necessary arrangements, and shall bear the costs for power and
20 water necessary for the performance of the work, unless the contract includes power and
21 water as a pay item.

22

23

24

25 **Section 1-06, Control of Material**

26

27

28 **1-06.1 Approval of Materials Prior to Use**

29 (*****)

30

31 Section 1-06.1 is supplemented with the following:

32

33 The Contractor shall submit the following material specifications to the Engineer for review
34 prior to their incorporation into the Work on this project:

35

	Section Reference	Material Name	Timeline to Submission
1	9-03.11(6)	Beach/ Estuary Nourishment Gravels	At least 5 working days prior to installation
2	9-14.2(4)	50/50 Topsoil/ Compost Planting Mix	At least 5 working days prior to installation
3	9-38.3(1)	Chain - Product Cut Sheet	At least 5 working days prior to installation
4	9-38.3(2)	Eye Anchor	At least 5 working days prior to installation
5	9-38.3(3)	Epoxy for Eye Anchor	At least 5 working days prior to installation
6	9-38.3(4)	Figure-eight Link	At least 5 working days prior to installation

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Section 1-07, Legal Relations and Responsibilities to the Public

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are 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.

1 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract
2 amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2)
3 describes this exception.
4

5 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a
6 FHWA-funded Project) only if the Contractor has obtained from the Washington State
7 Department of Revenue a certificate showing that all contract-related taxes have been paid
8 (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor
9 any amount the Contractor may owe the Washington State Department of Revenue, whether
10 the amount owed relates to this contract or not. Any amount so deducted will be paid into the
11 proper State fund.
12

13 **1-07.2(1) State Sales Tax — Rule 171**
14

15 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
16 roads, etc., which are owned by a municipal corporation, or political subdivision of the
17 state, or by the United States, and which are used primarily for foot or vehicular traffic.
18 This includes storm or combined sewer systems within and included as a part of the street
19 or road drainage system and power lines when such are part of the roadway lighting
20 system. For work performed in such cases, the Contractor shall include Washington State
21 Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including
22 those that the Contractor pays on the purchase of the materials, equipment, or supplies
23 used or consumed in doing the work.
24

25 **1-07.2(2) State Sales Tax — Rule 170**
26

27 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
28 existing buildings, or other structures, upon real property. This includes, but is not limited
29 to, the construction of streets, roads, highways, etc., owned by the state of Washington;
30 water mains and their appurtenances; sanitary sewers and sewage disposal systems
31 unless such sewers and disposal systems are within, and a part of, a street or road
32 drainage system; telephone, telegraph, electrical power distribution lines, or other conduits
33 or lines in or above streets or roads, unless such power lines become a part of a street or
34 road lighting system; and installing or attaching of any article of tangible personal property
35 in or to real property, whether or not such personal property becomes a part of the realty
36 by virtue of installation.
37

38 For work performed in such cases, the Contractor shall collect from the Contracting
39 Agency, retail sales tax on the full contract price. The Contracting Agency will
40 automatically add this sales tax to each payment to the Contractor. For this reason, the
41 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other
42 contract amount subject to Rule 170, with the following exception.
43

44 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor
45 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
46 consumable supplies not integrated into the project. Such sales taxes shall be included in
47 the unit bid item prices or in any other contract amount.
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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).

1-07.5 Environmental Regulations

1-07.5(1) General

(*****)

Section 1-07.5(1) is supplemented with the following:

The Contractor shall ensure that the Project Manager representing the Prime Contractor and all Subcontractors has read and understands this Special Provision. Prior to commencing any work on site, **the Contactor shall provide the Contracting Agency with a signed statement from the Project Manager stating that the Project Manager has read, understands and will abide by the conditions of this Special Provision.**

1-07.5(2) State Department of Fish and Wildlife

(*****)

Section 1-07.5(2) is supplemented with the following:

The Contracting Agency has obtained a WDFW Hydraulic Project Approval (HPA) permit for this project. All contacts with the Department of Fish and Wildlife concerning this approval shall be through the Contacting Agency. The HPA permit and its provisions of the approval are present in the HPA permit contained within the Bid Document:

HPA Permit Number: 2025-6-239+01

See Project WDFW HPA, Appendix B

1-07.5(3) State Department of Ecology

(*****)

Section 1-07.5(3) is supplemented with the following:

State Environmental Policy Act (SEPA) determination and any conditions added by Mason County – Exempted from SEPA due to Habitat Recovery Pilot Program approval.

1-07.5(5) U.S. Army Corps of Engineers

(*****)

Section 1-07.5(5) is supplemented with the following:

The Contracting Agency has obtained a Nationwide Permit 27 for this project. All contacts with the U.S. Army Corps of Engineers concerning this approval shall be through the Engineer. The NWP 27 and its provisions of the approval are present in the NWP 27 contained within the Bid Document. The NWP 27

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authorization includes related Tribal consultation, compliance with the U.S. endangered Species Act Section 7 provisions, National Historic Preservation Act Section 106 provisions, and CWA Section 401 conditions, if issued by the Washington State Department of Ecology, as stated in the Corps authorization:

U.S. Army Corps – Nationwide Permit 27 (NWS-2024-962),
Clean Water Act Section 401 Water Quality Certification.

See Appendix C1 Nationwide Permit 27
See Appendix C2 NWP 27 Terms and Conditions

1-07.6 Permits and Licenses

(*****)

Section 1-07.6 is supplemented with the following:

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. All contacts with the permitting agency concerning the below-listed permit(s) shall be through the Engineer. The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable bid items for the work involved. Copies of these permits are required to be onsite at all times.

- **HPA Permit Number: 2025-6-239+01 (Appendix B)**
- **U.S. Army Corps – Nationwide Permit 27 NWS-2024-962, Clean Water Act Section 401 Water Quality Certification (Appendix C1 & C2)**
- **DAHP Archaeological Site Alteration and Excavation Permit 2026-026** (application currently being processed)

1-07.9 Wages

1-07.9(1) General

(*****)

Section 1-07.9(1) is supplemented with the following:

This is a public works contract requiring payment of prevailing wages in accordance with Washington State laws.

The Contractor, each of its subcontractor(s), and other person(s) doing any work under the Contract shall pay all laborers, workers, or mechanics not less than the prevailing rate of wage for an hour’s work in the same trade or occupation in Mason County, Washington where such labor is performed as required by law.

The Washington State Department of Labor & Industries Prevailing Wage Rates for Public Works Contracts can be found here (prevailing wage rates for Mason County with an effective rate date of the bid opening date as specified in the “Notice to Bidders”).

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

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1-07.9(5)A General
(July 8, 2024 APWA GSP)

This section is revised to read as follows:

All Statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Contracting Agency and to the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system. When apprenticeship is a requirement of the contract, include in PWIA all apprentices.

1-07.11 Requirements for Nondiscrimination

1-07.11(2) Contractual Requirements
(November 25, 2024 APWA GSP)

Delete item 11 of the first paragraph of Section 1-07.11(2).

1-07.15 Temporary Water Pollution Prevention

1-07.15(1) Spill Prevention, Control, and Countermeasures Plan
(*****)

Section 1-07.15(1) is revised to read as follows:

The Contractor shall prepare and submit to the project Engineer a Type 2 Working Drawing consisting of a project-specific spill prevention, control, and countermeasures plan (SPCC Plan), and shall implement the plan for the duration of the project. No on-site construction activities may commence until the Contracting Agency accepts an SPCC Plan for the project. An SPCC Plan template and guidance information is available at <https://wsdot.wa.gov/engineering-standards/environmental-guidance/stormwater-water-quality>

The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11. Occupational safety and health requirements that may pertain to SPCC Plan implementation are contained in, but not limited to, [WAC 296-824](#) and [WAC 296-843](#). The SPCC Plan shall address conditions that may be required by Section 3406 of the current International Fire Code, or as approved by the local Fire Marshal.

Implementation Requirements

The Contractor shall update the SPCC Plan throughout project construction so that the written plan reflects actual site conditions and practices. The Contractor shall update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project site. The Contractor shall fully implement the SPCC Plan, as accepted and updated, at all times.

1 **SPCC Plan Element Requirements**

2
3 The SPCC Plan shall set forth the following information in the following order:

- 4
5 1. **Responsible Personnel** – Identify the names, titles, and contact information for
6 the personnel responsible for implementing and updating the plan and for
7 responding to spills.
8
9 2. **Spill Reporting** – List the names and telephone numbers of the Federal, State,
10 and local agencies the Contractor shall notify in the event of a spill.
11
12 3. **Project and Site Information** – Describe the following items:
13 a. The project Work.
14 b. The site location and boundaries.
15 c. The drainage pathways from the site.
16 d. Nearby waterways and sensitive areas and their distances from the site.
17
18 4. **Potential Spill Sources** – Describe each of the following for all potentially
19 hazardous materials brought or generated on-site including but not limited to
20 materials used for equipment operation, refueling, maintenance, or cleaning.
21 a. Name of material and its intended use.
22 b. Estimated maximum amount on-site at any one time.
23 c. Location(s) (including any equipment used below the ordinary high water
24 line) where the material will be staged, used, and stored and the distance(s)
25 from nearby waterways and sensitive areas.
26
27 5. **Preexisting Contamination** – Describe any preexisting contamination and
28 contaminant sources (such as buried pipes or tanks) in the project area that are
29 described in the Contract provisions and Plans. Identify equipment and Work
30 practices that shall be used to prevent the release of contamination.
31
32 6. **Spill Prevention and Response Training** – Describe how and when all project
33 personnel, including refueling personnel and other subcontractors, shall be trained
34 in spill prevention, containment, and response and in the location of spill response
35 kits.
36
37 7. **Spill Prevention** – Describe the following items:
38 a. The contents and locations of spill response kits that the Contractor shall
39 supply and maintain that are appropriately stocked, located in close
40 proximity to hazardous materials and equipment, and immediately
41 accessible.
42 b. Security measures for potential spill sources to prevent accidental spills and
43 Vandalism.
44 c. Methods used to prevent stormwater from contacting hazardous materials.
45 d. Secondary containment for each potential spill source listed in 4, above.
46 Secondary containment structures shall be in accordance with Section
47 S9.D.9 of Ecology’s Construction Stormwater General NPDES Permit,
48 where secondary containment means placing tanks or containers within an
49 impervious structure capable of containing 110 percent of the volume
50 contained in the largest tank within the containment structure. Double-
51 walled tanks do not require additional secondary containment.

- 1 e. BMP methods and locations where they are used to prevent discharges to
- 2 ground or water during mixing and transfer of hazardous materials and fuel.
- 3 Methods to control pollutants shall use BMPs in accordance with Ecology's
- 4 Construction Stormwater General NPDES Permit. BMP guidance is
- 5 provided in Ecology's Stormwater Management Manuals, such as Volume
- 6 II – Construction Stormwater Pollution Prevention, BMP C153, and Volume
- 7 IV – Source Control BMPs.
- 8 f. Refueling procedures for equipment that cannot be moved from below the
- 9 ordinary high water line.
- 10 g. Daily inspection and cleanup procedures that ensure all equipment used
- 11 below the ordinary high water line is free of all external petroleum-based
- 12 products.
- 13 h. Routine equipment, storage area, and structure inspection and
- 14 maintenance practices to prevent drips, leaks, or failures of hoses, valves,
- 15 fittings, containers, pumps, or other systems that contain or transfer
- 16 hazardous materials.
- 17 i. Site inspection procedures and frequency.
- 18
- 19 8. **Spill Response** – Outline the response procedures the Contractor shall follow for
- 20 each scenario listed below, indicating that if hazardous materials are encountered
- 21 or spilled during construction, the Contractor shall do everything possible to control
- 22 and contain the material until appropriate measures can be taken. Include a
- 23 description of the actions the Contractor shall take and the specific on-site spill
- 24 response equipment that shall be used to assess the spill, secure the area, contain
- 25 and eliminate the spill source, clean up spilled material, decontaminate equipment,
- 26 and dispose of spilled and contaminated material:
- 27 a. A spill of each type of hazardous material at each location identified in 4,
- 28 above.
- 29 b. Stormwater that has come into contact with hazardous materials.
- 30 c. A release or spill of any preexisting contamination and contaminant source
- 31 described in 5, above.
- 32 d. A release or spill of any unknown preexisting contamination and
- 33 contaminant sources (such as buried pipes or tanks) encountered during
- 34 project Work.
- 35 e. A spill occurring during Work with equipment used below the ordinary high
- 36 water line.
- 37

38 If the Contractor will use a subcontractor for spill response, provide contact information for
 39 the subcontractor under item 1 (above), identify when the subcontractor shall be used, and
 40 describe actions the Contractor shall take while waiting for the subcontractor to respond.

- 41
- 42 9. **Project Site Map** – Provide a map showing the following items:
- 43 a. Site location and boundaries.
- 44 b. Site access roads.
- 45 c. Drainage pathways from the site.
- 46 d. Nearby waterways and sensitive areas.
- 47 e. Hazardous materials, equipment, and decontamination areas identified in
- 48 4, above.
- 49 f. Preexisting contamination or contaminant sources described in 5, above.
- 50 g. Spill prevention and response equipment described in 7 and 8, above.
- 51

52 10. **Spill Report Forms** – Provide a copy of the spill report form(s) that the Contractor

1 shall use in the event of a release or spill.

2
3 **11. Other Requirements** – Contractor shall have, and make part of the SPCC Plan,
4 the following project specific items:

- 5 a. Establish staging areas (used for activities such as equipment storage,
6 vehicle storage, fueling, servicing, and hazardous material storage) in a
7 location and manner that will prevent contaminants such as petroleum
8 products, hydraulic fluid, fresh concrete, sediments, sediment-laden water,
9 chemicals, or any other toxic or harmful materials from entering waters of
10 the state.
11 b. Spill containment systems must be adequate to contain all fuel leaks.
12 c. At least two (2) oil absorbing floating booms, appropriate for the size of the
13 work area, shall be available onsite to contain spills and shall be stored in
14 a location that facilitates immediate deployment in the event of a spill.
15

16 **Payment**

17
18 The creation and implementation of the SPCC Plan is included as **a part** of the Bid line
19 item “Erosion Control & Water Pollution Prevention,” which is a lump sum Bid line item.
20 Also included as a part of the lump sum Bid line item “Erosion Control & Water Pollution
21 Prevention” are:

- 22 1. The creation and implementation of a TESC plan (Sections 8-01.3(1)A1 and 8-
23 01.3(1)B).
24 2. The creation and implementation of a Water Control Plan (Sections 8-01.3 and 8-
25 31).
26 3. All materials, equipment, and labor necessary to prevent and/ or control spills in
27 accordance with the Standard Specifications and the Contractor’s SPCC Plan
28 approved by the Engineer. This shall include, but is not limited to, spill containment
29 systems adequate to contain all fuel leaks and at least two (2) oil absorbing floating
30 booms, appropriate for the size of the work area, shall be available onsite to contain
31 spills and shall be stored in a location that facilitates immediate deployment in the
32 event of a spill.
33 4. All materials, equipment, and labor necessary to implement all temporary erosion
34 control measures in accordance with the Standard Specifications and the
35 Contractor’s TESC Plan approved by the Engineer. If straw is used for erosion and
36 sediment control, it must be certified free of noxious weeds and their seeds. All
37 erosion control materials that will remain onsite after construction is completed
38 must be composed of 100% biodegradable materials.
39 5. All materials, equipment, and labor necessary to implement all work area isolation
40 measures in accordance with the Standard Specifications and the Contractor’s
41 Water Control Plan (or Temporary Stream Diversion (TSD) Plan) approved by the
42 Engineer.
43

44 Payment will be made for the following Bid item when it is included in the Proposal:

45
46 “Erosion Control & Water Pollution Prevention”, lump sum.
47

48 The lump sum bid price for “Erosion Control & Water Pollution Prevention” shall be full
49 compensation to create, implement, maintain, and adhere to the SPCC Plan (as described
50 in Section 1-07.15(1) and Section 8-01.3(1)F), TESC Plan (as described in Section 8-01
51 and Section 1-07.15), and Water Control (TSD) Plan (as described in Section 8-01.3 and
52 Section 8-31). The SPCC, TESC, and Water Control Plans shall be created by the

1 Contractor and sent to the Engineer for approval prior to mobilization to the Project site.
2 The Contractor shall, at minimum, supply and keep on site spill containment systems
3 adequate to contain all fuel leaks and any other tool, material, or product needed to adhere
4 to the SPCC, TESC, and Water Control Plans and/or in accordance with the Standard
5 Specifications and associated Bid Documents. Work shall include the furnishing and
6 delivery of all required materials; installing and maintaining all temporary and permanent
7 erosion and sedimentation control measures; and installing and maintaining all water
8 control devices for work area isolation in accordance with all permits, these Specifications,
9 as shown on the Construction Drawings, or as designated by the Engineer. These facilities
10 shall be upgraded as needed for unexpected storm events, slow construction progress, or
11 to accommodate special construction practices. The Contractor shall implement these and
12 any additional practices and facilities to prevent the transport of sediment from the Project.
13 This lump sum bid price shall be full compensation for all labor, material, and equipment
14 required to create, implement, and adhere to the SPCC, TESC, and Water Control Plans.
15 No additional payment shall be made.
16
17

18 **1-07.16 Protection and Restoration of Property**

19 **1-07.16(4) Archaeological and Historical Objects**

20 (*****)
21

22 Section 1-07.16(4) is supplemented with the following:
23

24
25 The Department of Archaeology and Historic Preservation (DAHP) considers the Area of
26 Potential Effects (APE) to be at a very high risk for the presence of cultural resources,
27 based on proximity to water resources and presumed desirability for precontact and
28 historic activities. An archaeological survey was conducted on November 11, 2024, by
29 Legacy Anthropology at 4620 East SR 302 (Figure 3, Appendix D). A pedestrian survey
30 was carried out in a five-meter interval in an east-to-west orientation across the entire APE,
31 where accessible. A total of 17 shovel tests were placed within areas of planned ground-
32 disturbing work. Three of the shovel tests were positive for disturbed shell midden from
33 site area 45MS2 (see Appendix D). The shell midden was identified along the shoreline,
34 on the landward side of the bulkhead within the southwest part of the parcel. Shovel tests
35 were placed radially around shovel tests positive for shell midden to delineate the site. All
36 cultural resources were reburied on-site.
37

38 The shell midden consisted of a dark black stained silty loam, and contained fire-modified
39 rock, charcoal, fragmented native marine shell taxa, and one flake in ST 5. The disturbed
40 shell midden was identified between 0 and 118 cm depth. The shell midden was identified
41 in STs 1, 2 and 5. Radial shovel tests around them were negative. The shell midden profile
42 was disturbed, as it appeared in clumps mixed with the surrounding soils. It also contained
43 modern refuse like glass, metal, and fragments of *Crassostrea gigas* shells, which are an
44 introduced taxa that were found on the beach within the APE. The shell midden may have
45 originated on-site or may have come from nearby. It may have been disturbed by the
46 bulkhead construction.
47

48 The following monitoring procedures will be followed during the archaeological monitoring
49 of the ground-disturbing portions of the Project that require archaeological monitoring. The
50 proposed work is planned outside of the site boundary of precontact shell midden 45MS2.
51 The lead agency, the U.S. Army Corps of Engineers has special conditions for the
52 monitoring of this project. These conditions include:

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- The archaeological consultant will email a notification to Consulting Parties, including Tribes, providing adequate notice of construction and inviting Consulting Parties to observe construction.
- The archaeological consultant will email weekly status updates to all Consulting Parties for any week an archaeologist is in the field.
- If the archaeological consultant identifies cultural resources during the course of construction they will, at a minimum, email Consulting Parties to notify them of the find, will include photos and a description of the resource, and will make recommendations on eligibility and next steps.
- The archaeological consultant will email the final PDF of the monitoring report to all Consulting Parties and upload it into WISAARD.

An archaeological monitor, under the supervision of a Secretary of the Interior qualified Professional Archaeologist, will supervise all ground-disturbing activities within the designated monitoring areas. The archaeological monitor will always be present during ground disturbing activities. The monitor will always have a cell phone and digital camera. All work will be documented in a notebook. The monitor will take daily notes describing all ground disturbance conducted, as well as taking photographs and map locations of these activities. A visual examination of all excavated sediments and the sidewalls of excavated areas will be conducted to identify the presence of cultural resources. This may require the monitor to stand near heavy machinery, interact with the equipment operator, and enter the excavated area. The monitor will not enter an excavation that is more than four feet deep, for safety, unless it is legally benched or shored. Spoil piles will also be carefully inspected for artifacts that were potentially missed during the digging activities. Spoils will also be judgmentally screened through ¼ inch mesh standing screens. Notes and photographs will be used to create a final report at the end of the project.

Steps to be taken during monitoring include the following:

- Prior to ground-disturbing work the monitor will take overview photos.
- The monitor will take daily notes describing all ground disturbance conducted, including type of equipment, areas and depths of excavations and profile descriptions for each excavation unit.
- Representative photos will be taken of each excavation including an overview, stratigraphic profile, and detailed photos of any cultural resources identified.
- Each excavation will be mapped by hand on a pre-printed Rite-in-the-Rain map, and by GPS.
- The excavation profiles and spoils piles will be examined for the presence of cultural resources.

The evidence of cultural resources that the monitor will be searching for includes but is not limited to: precontact lithics, human remains, shell midden, faunal remains, bone tools, historic bottles, ceramics, features, and logging or farming equipment.

If protected cultural resources are encountered during ground disturbing construction, the archaeological monitor will request the on-site contractor supervisor to stop ground disturbing work that exposed the resource immediately. The archaeologist will examine the materials for **up to 30 minutes** to determine if they have identified an archaeological site. The archaeologist will document the sediments and surrounding context.

1 If, during the course of construction, earth movement, clearing, or other site disturbance,
2 human remains or archaeological resources are encountered, the following steps must be
3 taken:
4

5 **Step 1: Stop Work**

- 6 • All work within a 50-foot radius shall cease immediately.
- 7 • The discovery must remain untouched.

8
9 **Step 2: Protect the Discovery**

- 10 • Ground disturbing work within a 50-foot radius of the site will cease operation.
- 11 • All equipment must be moved at least 50 feet away to create a clear, wide, and
12 identifiable boundary.
- 13 • A temporary barrier of fencing, stakes, flagging tape, or other available materials
14 must be installed around the perimeter of the discovery to protect it.
- 15 • No unauthorized vehicles, equipment, or persons will be allowed to enter the
16 discovery area.
- 17 • Work will not resume within a 50-foot radius of the discovery site.

18
19 **Step 3: Notify The Archaeological Monitor (or Project Lead if Monitor is not onsite)**
20 **and they will notify MCD**

- 21 • Mason Conservation District: Andy Sorter, (360) 968-0736
- 22 • Mason Conservation District: Colin Tierney, (360) 968-9556

23
24 **Step 4: Notify MCD contact and they will notify the USACE (and Professional**
25 **Archaeologist if Monitor not onsite)**

- 26 • USACE: Stephanie Neil, (206) 743-4850
- 27 • Legacy Anthropology: Susan Larsen, (360-927-8996)

28
29 **Step 5: Notify The Archaeological Consultant and they will notify Consulting Parties**
30 **(including Affected Tribes, and DAHP):**

- 31 • DAHP: Rob Whitlam, State Archaeologist (360-890-2615 or
32 Rob.Whitlam@dahp.wa.gov)
- 33 • Squaxin Island Tribe: Rhonda Foster, Tribal Historic Preservation Officer (360-432-
34 3850 or rfoster@squaxin.us)
- 35 • Squaxin Island Tribe: Shaun Dinubilo, Cultural Resources Archaeologist (360-432-
36 3998 or sdinubilo@squaxin.us)
- 37 • Puyallup Tribe of Indians: Brandon Reynon, Cultural Resources Director (253-573-
38 7965 or brandon.reynon@puyalluptribe-nsn.gov)
- 39 • Puyallup Tribe of Indians: Mike Shong (253-573-7897 or
40 mike.shong@puyalluptribe-nsn.gov)
- 41 • Suquamish Tribe: Stephanie Trudel, Tribal Historic Preservation Officer (360-394-
42 8533 or strudel@suquamish.nsn.us)

43
44 **Documentation and Proceeding with Work**

45
46 In the event of an inadvertent archaeological discovery, the Affected Tribes and the
47 Department of Archaeology and Historic Preservation (DAHP) shall determine whether the
48 discovery site contains archaeological resources that should be preserved. They will
49 designate the appropriate area within the site as a preservation area. No ground
50 disturbance is permitted within a preservation area.
51

1 Archaeological and historic cultural resources are protected by local, state, and federal
2 law. The lead agency is responsible for making sure that the site is properly managed in
3 consultation with DAHP, other involved agencies, the Affected Tribes, and a Professional
4 Archaeologist. The site must be properly documented, including photographing, mapping,
5 and a detailed description to be recorded in a State of Washington Archaeological Site
6 Inventory Form.

7
8 Prior to any ground disturbing work within or immediately surrounding the site, an
9 Archaeological Site Alteration and Excavation Permit must be issued by DAHP. The
10 process for obtaining a permit, in cooperation with a Professional Archaeologist, can take
11 around 60 days. The permit may first include additional testing in and around the site in
12 the form of shovel test pits, screening of sediments, and/or excavation units.

13
14 Before construction can continue within or immediately surrounding the site, a plan must
15 be agreed upon by DAHP, the Affected Tribes, and the involved agencies, and DAHP has
16 issued a notice to proceed. This plan must be implemented for any and all inadvertent
17 cultural resources discoveries over the duration of the project.

18
19 See Appendix D, Archaeological Monitoring and Inadvertent Discovery Plan

20
21 **1-07.16(4)A Inadvertent Discovery of Human Skeletal Remains**

22 (*****)

23
24 Section 1-07.16(4)A is supplemented with the following:

25
26 If, during the course of construction, earth movement, clearing, or other site disturbance,
27 human skeletal remains are suspected or identified, the operator shall stop digging in that
28 area, follow steps 1 through 5 outlined in Section 1-07.16(4), and follow these additional
29 steps:

- 30
31
- 32 • All construction equipment must be moved at least **100 ft away** to create a clear,
33 wide, and identifiable boundary.
 - 34 • Ground disturbing work within a 100-foot radius of the site will cease operation.
 - 35 • The remains will be treated at all times with dignity and respect. **The remains will**
36 **not be disturbed or photographed, and no information about them will be**
37 **shared to social media.**
 - 38 • A temporary barrier of fencing, stakes, flagging tape, or other available materials
39 must be installed around the remains to secure the area.
 - 40 • Do not allow vehicles, equipment, or unauthorized persons to enter the discovery
41 area.

42 Additional contacts in the event that human remains are identified:

- 43
- 44 • DAHP Contacts: Dr. Guy Tasa (360-790-1633) or Dr. Jennifer Spence (360-890-0174)
 - 45 • Mason County Sheriff (360-427-9670 ext. 313 or 911)
 - 46 • Mason County Coroner (360-427-9670 ext. 752)
- 47

48 The remains will not be disturbed or photographed, or any information about them shared
49 to social media. The inadvertent discovery of human remains will be managed in
50 compliance with Native American Graves Protection and Repatriation Act (NAGPRA) and
51 RCWs 68.50.645, 27.44.055, and 68.60.055.

52

1 ***Inadvertent Discovery of Human Skeletal Remains on Non-Federal and Non-Tribal***
2 ***Land in the State of Washington (RCWs 68.50.645, 27.44.055, and 68.60.055)***
3

4 *"If ground disturbing activities encounter human skeletal remains during the course of*
5 *construction, then all activity will cease that may cause further disturbance to those*
6 *remains. The area of the find will be secured and protected from further disturbance until*
7 *the State provides notice to proceed. The finding of human skeletal remains will be*
8 *reported to the county medical examiner/coroner and local law enforcement in the most*
9 *expeditious manner possible. The remains will not be touched, moved, or further disturbed.*
10 *The county medical examiner/coroner will assume jurisdiction over the human skeletal*
11 *remains and make a determination of whether those remains are forensic or non-forensic.*
12 *If the county medical examiner/coroner determines the remains are non-forensic, then they*
13 *will report that finding to the Department of Archaeology and Historic Preservation (DAHP)*
14 *who will then take jurisdiction over the remains. The DAHP will notify any appropriate*
15 *cemeteries and all affected tribes of the find. The State Physical Anthropologist will make*
16 *a determination of whether the remains are Indian or Non-Indian and report that finding to*
17 *any appropriate cemeteries and the affected tribes. The DAHP will then handle all*
18 *consultation with the affected parties as to the future preservation, excavation, and*
19 *disposition of the remains" (DAHP).*
20

21 See Appendix D, Archaeological Monitoring and Inadvertent Discovery Plan
22
23

24 **1-07.18 Public Liability and Property Damage Insurance**
25

26 Delete this section in its entirety, and replace it with the following:
27

28 **1-07.18 Insurance**
29 *(January 4, 2024 APWA GSP)*
30

31 **1-07.18(1) General Requirements**
32

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

- 1 as respects the Contracting Agency's insurance, self-insurance, or self-insured pool
2 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by
3 the Contracting Agency shall be excess of the Contractor's insurance and shall not
4 contribute with it.
- 5 E. The Contractor shall provide the Contracting Agency and all additional insureds with
6 written notice of any policy cancellation, within two business days of their receipt of
7 such notice.
- 8 F. The Contractor shall not begin work under the Contract until the required insurance
9 has been obtained and approved by the Contracting Agency.
- 10 G. Failure on the part of the Contractor to maintain the insurance as required shall
11 constitute a material breach of contract, upon which the Contracting Agency may, after
12 giving five business days' notice to the Contractor to correct the breach, immediately
13 terminate the Contract or, at its discretion, procure or renew such insurance and pay
14 any and all premiums in connection therewith, with any sums so expended to be repaid
15 to the Contracting Agency on demand, or at the sole discretion of the Contracting
16 Agency, offset against funds due the Contractor from the Contracting Agency.
- 17 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices
18 of the Contract and no additional payment will be made.
- 19
- 20 I. Under no circumstances shall a wrap up policy be obtained, for either initiating or
21 maintaining coverage, to satisfy insurance requirements for any policy required under this
22 Section. A "wrap up policy" is defined as an insurance agreement or arrangement under
23 which all the parties working on a specified or designated project are insured under one
24 policy for liability arising out of that specified or designated project.

25 26 **1-07.18(2) Additional Insured**

27
28 All insurance policies, with the exception of Workers Compensation, and of Professional
29 Liability and Builder's Risk (if required by this Contract) shall name the following listed
30 entities as additional insured(s) using the forms or endorsements required herein:

- 31
- 32 • Mason Conservation District and its officers, elected officials, employees, agents, and
33 volunteers
 - 34 • Legacy Anthropology, LLC and its officers, elected officials, employees, agents, and
35 volunteers
 - 36 • Lynn and Duane Fister, Landowners, 4620 E. State Route 302, Belfair, WA 98528

37
38 The above-listed entities shall be additional insured(s) for the full available limits of liability
39 maintained by the Contractor, irrespective of whether such limits maintained by the
40 Contractor are greater than those required by this Contract, and irrespective of whether
41 the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes
42 limits lower than those maintained by the Contractor.

43
44 For Commercial General Liability insurance coverage, the required additional insured
45 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing
46 operations and CG 20 37 10 01 for completed operations.

47 48 **1-07.18(3) Subcontractors**

49
50 The Contractor shall cause each subcontractor of every tier to provide insurance coverage
51 that complies with all applicable requirements of the Contractor-provided insurance as set

1 forth herein, except the Contractor shall have sole responsibility for determining the limits
2 of coverage required to be obtained by subcontractors.

3
4 The Contractor shall ensure that all subcontractors of every tier add all entities listed in
5 1-07.18(2) as additional insured(s), and provide proof of such on the policies as required
6 by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO
7 CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

8
9 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
10 Agency evidence of insurance and copies of the additional insured endorsements of each
11 subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

12 13 **1-07.18(4) Verification of Coverage**

14
15 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
16 endorsements for each policy of insurance meeting the requirements set forth herein when
17 the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to
18 demand such verification of coverage with these insurance requirements or failure of
19 Contracting Agency to identify a deficiency from the insurance documentation provided
20 shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

21
22 Verification of coverage shall include:

- 23 1. An ACORD certificate or a form determined by the Contracting Agency to be
24 equivalent.
- 25 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
26 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may
27 submit a copy of any blanket additional insured clause from its policies instead of a
28 separate endorsement.
- 29 3. Any other amendatory endorsements to show the coverage required herein.
- 30 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy
31 these requirements – actual endorsements must be submitted.

32
33 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
34 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is
35 required on this Project, a full and certified copy of that policy is required when the
36 Contractor delivers the signed Contract for the work.

37 38 **1-07.18(5) Coverages and Limits**

39
40 The insurance shall provide the minimum coverages and limits set forth below.
41 Contractor's maintenance of insurance, its scope of coverage, and limits as required
42 herein shall not be construed to limit the liability of the Contractor to the coverage provided
43 by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy
44 available at law or in equity.

45
46 All deductibles and self-insured retentions must be disclosed and are subject to approval
47 by the Contracting Agency. The cost of any claim payments falling within the deductible or
48 self-insured retention shall be the responsibility of the Contractor. In the event an
49 additional insured incurs a liability subject to any policy's deductibles or self-insured

1 retention, said deductibles or self-insured retention shall be the responsibility of the
2 Contractor.

3
4 **1-07.18(5)A Commercial General Liability**

5
6 Commercial General Liability insurance shall be written on coverage forms at least as
7 broad as ISO occurrence form CG 00 01, including but not limited to liability arising from
8 premises, operations, stop gap liability, independent contractors, products-completed
9 operations, personal and advertising injury, and liability assumed under an insured
10 contract. There shall be no exclusion for liability arising from explosion, collapse or
11 underground property damage.

12
13 The Commercial General Liability insurance shall be endorsed to provide a per project
14 general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

15
16 Contractor shall maintain Commercial General Liability Insurance arising out of the
17 Contractor's completed operations for at least three years following Substantial
18 Completion of the Work.

19
20 Such policy must provide the following minimum limits:

- 21 \$2,000,000 Each Occurrence
- 22 \$3,000,000 General Aggregate
- 23 \$3,000,000 Products & Completed Operations Aggregate
- 24 \$2,000,000 Personal & Advertising Injury each offence
- 25 \$2,000,000 Stop Gap / Employers' Liability each accident

26
27 **1-07.18(5)B Automobile Liability**

28
29 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall
30 be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves
31 the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99
32 48 endorsements.

33
34 Such policy must provide the following minimum limit:
35 \$2,000,000 Combined single limit each accident

36
37 **1-07.18(5)C Workers' Compensation**

38
39 The Contractor shall comply with Workers' Compensation coverage as required by the
40 Industrial Insurance laws of the State of Washington.

41
42
43 **1-07.18(5)E LHWCA Insurance**
44 *(January 4, 2016 APWA GSP)*

45
46 If this Contract involves work on or adjacent to Navigable Waters of the United States, the
47 Contractor shall procure and maintain insurance coverage in compliance with the statutory
48 requirements of the U.S. Longshore and Harbor Workers' Compensation Act (LHWCA).

49
50 Such policy must provide the following minimum limits:
51 \$1,000,000 Bodily Injury by Accident – each accident

1 \$1,000,000 Bodily Injury by Disease – each employee
2 \$1,000,000 Bodily Injury by Disease – policy limits

3
4 **1-07.18(5)F Protection & Indemnity Insurance Including Jones Act**
5 *(January 4, 2016 APWA GSP)*

6
7 If this Contract involves marine activities, or work from a boat, vessel, or floating platform,
8 the Contractor shall procure and maintain Protection and Indemnity (P&I) coverage
9 including collision liability, injury to crew (Merchant Marine Act of 1920 - Jones Act) and
10 passengers, removal of wreck and liability for seepage, pollution, containment and cleanup
11 using form SP-23 or SP 38 or a form as least as broad.

12
13 All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional
14 insureds on the Contractor's Protection and Indemnity insurance policy.

15
16 Such policy must provide the following minimum limits:

17 \$1,000,000 Bodily Injury by Accident – each accident or occurrence
18 \$1,000,000 Bodily Injury by Disease – each employee
19 \$1,000,000 Bodily Injury by Disease – policy limits

20
21 **1-07.18(5)G Hull and Machinery**
22 *(January 4, 2016 APWA GSP)*

23
24 If this Contract involves use of a boat, vessel, or floating platform, the Contractor shall
25 procure and maintain coverage at Market Value of vessel on American Institute Hull
26 Clauses, 6/2/77 form.

27
28 **1-07.18(5)H Marine Pollution**
29 *(January 4, 2016 APWA GSP)*

30
31 The Contractor shall procure and maintain Pollution Liability (OPA, CERCLA) insurance to
32 satisfy U.S. Coast Guard requirements as respects the Federal Oil Pollution Act of 1990
33 and the Comprehensive Environmental Response, Compensation and Liability Act of 1980
34 as amended.

35
36 Such policy must provide the following minimum limits, or statutory limits of liability as
37 applicable, whichever is higher:
38 \$1,000,000 per Occurrence

39
40
41 **1-07.24 Rights of Way**
42 *(April 22, 2025 APWA GSP)*

43
44 Delete this section and replace it with the following:

45 Street Right of Way lines, limits of easements, and limits of construction permits are
46 indicated in the Plans. The Contractor's construction activities shall be confined within
47 these limits unless arrangements for use of private property are made as described below.

48 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way
49 and easements, both permanent and temporary, necessary for carrying out the work.
50 Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's
51 attention by a duly issued Addendum.

1 Whenever any of the work is accomplished on or through property other than public Right
2 of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement
3 agreement obtained by the Contracting Agency from the owner of the private property.
4 Copies of the easement agreements may be included in the Contract Provisions or made
5 available to the Contractor as soon as practical after they have been obtained by the
6 Engineer.

7 Whenever easements or rights of entry have not been acquired prior to advertising, these
8 areas are so noted in the Plans. The Contractor shall not proceed with any portion of the
9 work in areas where right of way, easements or rights of entry have not been acquired until
10 the Engineer certifies to the Contractor that the right of way or easement is available or
11 that the right of entry has been received. If the Contractor is delayed due to acts of
12 omission on the part of the Contracting Agency in obtaining easements, rights of entry or
13 right of way, the Contractor will be entitled to an extension of time. The Contractor agrees
14 that such delay shall not be a breach of contract.

15 Each property owner shall be given 48 hours' notice prior to entry by the Contractor. This
16 includes entry onto easements and private property where private improvements must be
17 adjusted.

18 The Contractor shall be responsible for providing, without expense or liability to the
19 Contracting Agency, any additional land and access thereto that the Contractor may desire
20 for temporary construction facilities, storage of materials, or other Contractor needs.
21 However, before using any private property, whether adjoining the work or not, the
22 Contractor shall file with the Engineer a written permission of the private property owner,
23 and, upon vacating the premises, a written release from the property owner of each
24 property disturbed or otherwise interfered with by reasons of construction pursued under
25 this contract. The statement shall be signed by the private property owner, or proper
26 authority acting for the owner of the private property affected, stating that permission has
27 been granted to use the property and all necessary permits have been obtained or, in the
28 case of a release, that the restoration of the property has been satisfactorily accomplished.
29 The statement shall include the parcel number, address, and date of signature. Written
30 releases must be filed with the Engineer before the Completion Date will be established.
31
32

33 **Section 1-08, Prosecution and Progress**

34
35 Add the following new section:

36 37 **1-08.0 Preliminary Matters** 38 (May 25, 2006 APWA GSP) 39

40 Add the following new section:

41 42 **1-08.0(1) Preconstruction Conference** 43 (October 21, 2025 APWA GSP) 44

45 Prior to the Contractor beginning the work, a preconstruction conference will be held
46 between the Contractor, the Engineer and such other interested parties as may be invited.
47 The purpose of the preconstruction conference will be:

- 48 1. To review the initial progress schedule;

- 1 2. To establish a working understanding among the various parties associated or affected
- 2 by the work;
- 3 3. To establish and review procedures for progress payment, notifications, approvals,
- 4 submittals, etc.;
- 5 4. To review Training or Apprenticeship Plans, when applicable.
- 6 5. To discuss FSBE Goals when applicable.
- 7 5. To establish normal working hours for the work;
- 8 6. To review safety standards and traffic control; and
- 9 7. To discuss such other related items as may be pertinent to the work.

10

11 The Contractor shall prepare and submit at the preconstruction conference the following:

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

15

16 Add the following new section:

17

18 **1-08.0(2) Hours of Work**
19 *(December 8, 2014 APWA GSP)*

20

21 Except in the case of emergency or unless otherwise approved by the Engineer and/ or
22 the Contracting Agency, the normal working hours for the Contract shall be between 7:00
23 a.m. and 6:30 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor
24 desires different than the normal working hours stated above, the request must be
25 submitted in writing prior to the preconstruction conference, subject to the provisions
26 below. The working hours for the Contract shall be established at or prior to the
27 preconstruction conference.

28

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

31

32 If the Contractor wishes to deviate from the established working hours, the Contractor shall
33 submit a written request to the Engineer and/ or the Contracting Agency for consideration.
34 This request shall state what hours are being requested, and why. Requests shall be
35 submitted for review no later than 48 hours prior to the day(s) the Contractor is requesting
36 to change the hours.

37

38 If the Engineer and/ or Contracting Agency approves such a deviation, such approval may
39 be subject to certain other conditions, which will be detailed in writing. For example:

- 40 1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting
41 Agency for the costs in excess of straight-time costs for Contracting Agency
42 representatives who worked during such times. (The Engineer may require
43 designated representatives to be present during the work. Representatives who
44 may be deemed necessary by the Engineer include, but are not limited to: survey
45 crews; personnel from the Contracting Agency's material testing lab; inspectors;
46 and other Contracting Agency employees or third party consultants when, in the
47 opinion of the Engineer, such work necessitates their presence.)
- 48 2. Considering the work performed on Saturdays, Sundays, and holidays as working
49 days with regard to the contract time.

- 1 3. Considering multiple work shifts as multiple working days with respect to contract
2 time even though the multiple shifts occur in a single 24-hour period.
3 4. If a 4-10 work schedule is requested and approved the non working day for the
4 week will be charged as a working day.
5 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and
6 recorded properly on certified payroll.
7

8
9 **1-08.1 Subcontracting**

10 **1-08.1(7) Payments to Subcontractors and Lower-Tier Subcontractors**

11 **1-08.1(7)A Payment Reporting**
12 *(November 25, 2024 APWA GSP*

13
14 Delete this section and replace it with the following:
15

16 **1-08.1(7)A VACANT**
17

18
19 **1-08.1(8) Required Subcontract Clauses**

20 **1-08.1(8)B Clauses Required in Subcontracts of All Tiers**
21 *(November 25, 2024 APWA GSP)*

22
23 Delete item 8 of the second paragraph of Section 1-08.1(8)B.
24

25 **1-08.1(9) Submittal of Executed Subcontracts**
26 *(April 22, 2025 APWA GSP, Option B)*

27
28 Section 1-08.1(9) content and title are deleted and replaced with the following:
29

30 **Vacant**
31

32
33 **1-08.3 Progress Schedule**

34
35 **1-08.3(2)A Type A Progress Schedule**
36 *(December 30, 2022 APWA GSP AND *****)*

37
38 Revise this section to read:
39

40
41 **The Contractor shall submit a Type A Progress Schedule** no later than at the
42 preconstruction conference, or some other mutually agreed upon submittal time. The
43 schedule may be a critical path method (CPM) schedule, bar chart, or other standard
44 schedule format. Regardless of which format is used, the schedule shall identify the critical
45 path. The Engineer will evaluate the Type A Progress Schedule and approve or return the
46 schedule for corrections within 15 calendar days of receiving the submittal. The Type A
47 Progress Schedule shall include explicit consideration of work at or below the OHWM, how
48 tide levels will dictate work activities, timing and sequencing of work area isolation, and
49 sequencing of excavation and stockpiling activities.
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1-08.4 Prosecution of Work

Delete this section in its entirety, and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

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 by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. 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.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion

*(*****)*

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the Contract as it occurs, until the Contract Work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the Contract after all the Contractor's obligations under the Contract have been performed by the Contractor. 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. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents

- 1 c. Monthly Reports of Amounts Credited as DBE Participation, as required by the
- 2 Contract Provisions. – Not included as part of this project.
- 3 d. Final Contract Voucher Certification
- 4 e. Copies of the approved “Affidavit of Prevailing Wages Paid” for the Contractor and
- 5 all Subcontractors
- 6 f. A copy of the Notice of Termination sent to the Washington State Department of
- 7 Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the
- 8 Notice of Termination by Ecology; and no rejection of the Notice of Termination by
- 9 Ecology. This requirement will not apply if the Construction Stormwater General
- 10 Permit is transferred back to the Contracting Agency in accordance with Section 8-
- 11 01.3(16).
- 12 g. Property owner releases if required per Section 1-07.24
- 13
- 14

15 **1-08.9 Liquidated Damages**

16 *(March 3, 2021 APWA GSP, Option B)*

17

18 Revise the second and third paragraphs to read:

19

20 Accordingly, the Contractor agrees:

- 21
- 22 1. To pay (according to the following formula) liquidated damages for each
- 23 working day beyond the number of working days established for Physical
- 24 Completion, and
- 25
- 26 2. To authorize the Engineer to deduct these liquidated damages from any money
- 27 due or coming due to the Contractor.
- 28

29 **Liquidated Damages Formula**

30

31 $LD=0.15C/T$

32

33 Where:

34

35 LD = liquidated damages per working day (rounded to the nearest dollar)

36 C = original Contract amount

37 T = original time for Physical Completion

38

39 When the Contract Work has progressed to Substantial Completion as defined in the

40 Contract, the Engineer may determine the Contract Work is Substantially Complete. The

41 Engineer will notify the Contractor in writing of the Substantial Completion Date. For

42 overruns in Contract time occurring after the date so established, the formula for liquidated

43 damages shown above will not apply. For overruns in Contract time occurring after the

44 Substantial Completion Date, liquidated damages shall be assessed on the basis of direct

45 engineering and related costs assignable to the project until the actual Physical

46 Completion Date of all the Contract Work. The Contractor shall complete the remaining

47 Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall

48 furnish a written schedule for completing the physical Work on the Contract.

49

50

1
2 **Section 1-09, Measurement and Payment**
3
4

5 **1-09.2 Weighing Equipment**
6

7 **1-09.2(5) Measurement**
8 *(December 30, 2022 APWA GSP)*
9

10 Revise the first paragraph to read:
11

12 **Scale Verification Checks** – At the Engineer’s discretion, the Engineer may perform
13 verification checks on the accuracy of each batch, hopper, or platform scale used in
14 weighing contract items of Work.
15

16
17 **1-09.9 Payments**
18 *(December 30, 2022 APWA GSP)*
19

20 Section 1-09.9 is revised to read:
21

22 The basis of payment will be the actual quantities of Work performed according to the
23 Contract and as specified for payment.
24

25 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
26 Preconstruction Conference, to enable the Project Engineer to determine the Work
27 performed on a monthly basis. A breakdown is not required for lump sum items that include
28 a basis for incremental payments as part of the respective Specification. Absent a lump
29 sum breakdown, the Project Engineer will make a determination based on information
30 available. The Project Engineer’s determination of the cost of work shall be final.
31

32 Progress payments for completed work and material on hand will be based upon progress
33 estimates prepared by the Engineer. A progress estimate cutoff date will be established at
34 the preconstruction conference.
35

36 The initial progress estimate will be made not later than 30 days after the Contractor
37 commences the work, and successive progress estimates will be made every month
38 thereafter until the Completion Date. Progress estimates made during progress of the work
39 are tentative, and made only for the purpose of determining progress payments. The
40 progress estimates are subject to change at any time prior to the calculation of the final
41 payment.
42

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

- 44 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of
45 work completed multiplied by the unit price.
- 46 2. Lump Sum Items in the Bid Form — based on the approved Contractor’s lump sum
47 breakdown for that item, or absent such a breakdown, based on the Engineer’s
48 determination.

- 1 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site
- 2 or other storage area approved by the Contracting Agency.
- 3 4. Change Orders — entitlement for approved extra cost or completed extra work as
- 4 determined by the Engineer.
- 5

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

- 7 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 8 2. The amount of progress payments previously made; and
- 9 3. Funds withheld by the Contracting Agency for disbursement in accordance with the
- 10 Contract Documents.
- 11

12 Progress payments for work performed shall not be evidence of acceptable performance

13 or an admission by the Contracting Agency that any work has been satisfactorily

14 completed. The determination of payments under the contract will be final in accordance

15 with Section 1-05.1.

16 Failure to perform obligations under the Contract by the Contractor may be decreed by the

17 Contracting Agency to be adequate reason for withholding any payments until compliance

18 is achieved.

19

20

21 Upon completion of all Work and after final inspection (Section 1-05.11), the amount due

22 the Contractor under the Contract will be paid based upon the final estimate made by the

23 Engineer and presentation of a Final Contract Voucher Certification to be signed by the

24 Contractor. The Contractor's signature on such voucher shall be deemed a release of all

25 claims of the Contractor unless a Certified Claim is filed in accordance with the

26 requirements of Section 1-09.11 and is expressly excepted from the Contractor's

27 certification on the Final Contract Voucher Certification. The date the Contracting Agency

28 signs the Final Contract Voucher Certification constitutes the final acceptance date

29 (Section 1-05.12).

30

31 If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher

32 Certification or any other documentation required for completion and final acceptance of

33 the Contract, the Contracting Agency reserves the right to establish a Completion Date (for

34 the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the

35 Contract. Unilateral final acceptance will occur only after the Contractor has been provided

36 the opportunity, by written request from the Engineer, to voluntarily submit such

37 documents. If voluntary compliance is not achieved, formal notification of the impending

38 establishment of a Completion Date and unilateral final acceptance will be provided by

39 email with delivery confirmation from the Contracting Agency to the Contractor, which will

40 provide 30 calendar days for the Contractor to submit the necessary documents. The 30

41 calendar day period will begin on the date the email with delivery confirmation is received

42 by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract

43 Voucher Certification shall constitute the Completion Date and the final acceptance date

44 (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the

45 Contract will apply to Contracts that are Physically Completed in accordance with Section

46 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral

47 final acceptance of the Contract by the Contracting Agency does not in any way relieve

48 the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws,

49 ordinances, and regulations that affect the Work under the Contract.

50

1 Payment to the Contractor of partial estimates, final estimates, and retained percentages
2 shall be subject to controlling laws.
3
4 Supplement this section with the following:
5 (*****)
6
7 Lump sum item breakdowns are not required when the bid price for the lump sum item is
8 less than \$20,000.
9
10 This project is funded by grants from various government and environmental
11 organizations. Mason Conservation District must apply for reimbursement by submitting
12 the contractor invoice or engineer's monthly estimate to the Washington State Recreation
13 and Conservation Office (RCO). For this reason, Mason Conservation District will make
14 payments within 14 days after reimbursement by the grant funding agencies. The
15 Contractor should anticipate receipt of payment within 60 days after receipt of proper
16 invoice or submission of Engineer's estimate to the grant funding agencies.
17
18 **1-09.13(3) Arbitration**
19
20 **1-09.13(3)A Administration of Arbitration**
21 *(January 19, 2022 APWA GSP)*
22
23 Revise the third paragraph to read:
24
25 The Contracting Agency and the Contractor mutually agree to be bound by the decision
26 of the arbitrator, and judgment upon the award rendered by the arbitrator may be
27 entered in the Superior Court of the county in which the Contracting Agency's
28 headquarters is located, provided that where claims subject to arbitration are asserted
29 against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior
30 Court. The decision of the arbitrator and the specific basis for the decision shall be in
31 writing. The arbitrator shall use the Contract as a basis for decisions.
32
33 **1-09.13(4) Venue for Litigation**
34 *(December 30, 2022 APWA GSP)*
35
36 Revise this section to read:
37
38 Litigation shall be brought in the Superior Court of the county in which the Contracting
39 Agency's headquarters is located, provided that where claims are asserted against a
40 county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is
41 mutually agreed by the parties that when litigation occurs, the Contractor shall permit
42 the Contracting Agency to have timely access to all records deemed necessary by the
43 Contracting Agency to assist in evaluating the claims or action.
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1 **DIVISION 2**

2 **Earthwork**

3

4

5 **Section 2-01, Clearing, Grubbing, and Roadside Cleanup**

6

7

8 **2-01.2 Disposal of Usable Material and Debris**

9 (*****)

10

11 Section 2-01.2 is supplemented with the following:

12

13 The Contractor shall remove, haul, and dispose of all debris material generated from
14 clearing and grubbing activities to an off-site location of their choosing. Removal of debris
15 material shall be removed from the site via barge.

16

17 **2-01.2(1) Disposal Method No. 1 – Open Burning**

18 (*****)

19

20 Section 2-01.2(1) is supplemented with the following:

21

22 Open burning will not be used on this project as a means to dispose of usable material
23 and debris.

24

25

26 **2-01.3 Construction Requirements**

27

28 **2-01.3(1) Clearing**

29 (*****)

30

31 Section 2-01.3(1) is supplemented with the following:

32

33 No trees or vegetation shall be removed unless they are shown and noted to be removed
34 on the plans or as directly specified on-site by the Engineer or Contracting Agency. Limit
35 the removal of native bankline vegetation to the minimum amount needed to construct the
36 project. Retain as much as possible natural habitat features like trees, stumps, logs, and
37 large rocks. These natural habitat features may be moved during construction, but they
38 must be placed near the pre-project location before leaving the job site.

39

40 **2-01.3(2) Grubbing**

41 (*****)

42

43 Section 2-01.3(2) is supplemented with the following:

44

45 No trees or vegetation shall be removed unless they are shown and noted to be removed
46 on the plans or as directly specified on-site by the Engineer or Contracting Agency. Limit
47 the removal of native bankline vegetation to the minimum amount needed to construct the
48 project. Retain as much as possible natural habitat features like trees, stumps, logs, and
49 large rocks. These natural habitat features may be moved during construction, but they
50 must be placed near the pre-project location before leaving the job site.

1
2 **2-01.4 Measurement**

3 (*****)
4

5 Section 2-01.4 is supplemented with the following:
6

7 All costs for clearing and grubbing shall be incidental to and included in the lump sum Bid
8 line item "Beach/ Estuary Subgrade Excavation."
9

10 All costs for the off-site haul and disposal of all debris generated from clearing and
11 grubbing are a part of the per ton Bid line item "Debris Hauling & Disposal." Also included
12 as a part of this Bid line item is the off-site haul and disposal of all debris and rubble from
13 the removal of, and including, the two metal culverts and associated concrete lined
14 channel, any rocks and boulders from the removal of the rock bulkhead not incorporated
15 back into the Work on this project (described further in Section 2-02), and a utility pole with
16 light and associated debris from its removal.
17

18
19 **2-01.5 Payment**

20 (*****)
21

22 Section 2-01.5 is supplemented with the following:
23

24 "Beach/ Estuary Subgrade Excavation," lump sum.

25 The lump sum bid price shall be full compensation for all time, labor, materials, tools,
26 equipment, and incidentals necessary to clear, grub, and excavate the beach and
27 estuary areas to achieve the lines and subgrades shown in the Engineering Plans and
28 as described in Section 2-03.3(20). This includes the earthwork necessary for the
29 beach back berm key trench subgrade excavation. Subgrade excavation shall meet
30 the minimum depth below finished grade as called for in the Engineer's plans. Remove
31 all grass/ sod in proposed beach nourishment and estuary restoration areas and
32 properly dispose of off-site. A total of approximately 265 cubic yards of material will
33 need to be excavated to reach design subgrades. Material excavated shall be
34 stockpiled on site and used as fill for the existing creek channel and earthen berm
35 subgrade. Any excess excavated material not used on site (estimated to be 185 cubic
36 yards) shall be disposed of off-site by the Contractor (haul and disposal paid for under
37 Bid line item "Excess Excavation Spoils Hauling & Disposal"). All material not
38 incorporated back into the Work shall be removed from the site by barge. No additional
39 payment shall be made.
40

41 "Debris Hauling & Disposal", per ton.

42 The per ton bid price for "Debris Hauling & Disposal" shall be full compensation for all
43 time, labor, materials, tools, equipment, and incidentals required to haul to an off-site
44 location and dispose of all debris generated during the course of work on this project.
45 This includes, but is not necessarily limited to debris generated from clearing and
46 grubbing, all debris and rubble from the removal of, and including, the two metal
47 culverts and associated concrete lined channel (as described further in Section 2-02),
48 any rocks and boulders from the removal of the rock bulkhead not incorporated back
49 into the Work on this project (described further in Section 2-02), and a utility pole with
50 light and associated debris from its removal. All debris material shall be removed via
51 barge and properly disposed of at an off-site location of the Contractor's choosing. It's
52 estimated that 10 tons of debris material will need to be hauled off-site and disposed

1 of. Actual quantities will be determined in the field and the Contracting Agency shall
2 pay the Contractor for actual quantities of work performed, measured per ton, at the
3 unit price listed in the Bid Proposal, regardless of final quantity.
4
5

6 **Section 2-02, Removal of Structures and Obstructions**

7
8

9 **2-02.4 Vacant**

10 (*****)
11

12 Section 2-02.4 is removed and replaced with the following new section:
13

14 **2-02.4 Measurement**

15
16 “Rock Bulkhead Deconstruction” is a lump sum bid line item. The Contractor shall be
17 responsible for the deconstruction, excavation, demolition, and handling related to
18 removing approximately a 96-foot portion of the existing rock bulkhead. The existing rock
19 bulkhead is approximately 127 feet long in total but only around 96 feet of it is to be
20 removed. The remaining 31-feet (southerly end) is to remain and left in place to protect an
21 identified cultural resource area. 8-12 large rocks selected by Engineer meeting plan
22 specifications shall be salvaged from the rock bulkhead deconstruction and repurposed as
23 “dead man” anchors for the large wood pieces on the beach. An additional 5-10 large,
24 salvaged rocks, selected by Engineer will be placed and used as toe-scour protection near
25 the identified cultural resource area at the direction of the Engineer.
26

27 “Culvert & Overflow Channel Demolition” is a lump sum Bid line item. The Contractor shall
28 be responsible for the excavation, deconstruction, demolition, and handling related to the
29 removal of two metal culverts and associated concrete lined channel.
30

31 “Debris Hauling & Disposal” is a per ton Bid line item. The Contractor shall be responsible
32 for the off-site haul and disposal of all debris generated from clearing and grubbing as
33 described in Section 2-01. Also included as a part of this Bid line item is the off-site haul
34 and disposal of all debris and rubble from the removal of, and including, the two metal
35 culverts and associated concrete lined channel, any rocks and boulders from the removal
36 of the rock bulkhead not incorporated back into the Work on this project, and utility pole
37 with light and associated debris from its removal.
38
39

40 **2-02.5 Payment**

41 (*****)
42

43 Section 2-02.5 is supplemented with the following:
44

45 Payment shall be made for the following Bid items:
46

47 “Rock Bulkhead Deconstruction”, lump sum

48 The lump sum bid price for “Rock Bulkhead Deconstruction” shall be full compensation for
49 all time, labor, materials, tools, equipment, and incidentals required to deconstruct,
50 excavate, demolish, handle, and remove approximately 96-feet of the existing rock
51 bulkhead. The existing rock bulkhead is approximately 127 feet long in total but only

1 around 96 feet of it is to be removed. The remaining 31-feet (southerly end) of rock
2 bulkhead is to remain and left in place to protect an identified cultural resource area. 8-12
3 large rocks selected by Engineer meeting plan specifications shall be salvaged from the
4 rock bulkhead deconstruction and repurposed as “dead man” anchors for the large wood
5 pieces on the beach. An additional 5-10 large, salvaged rocks, selected by Engineer will
6 be placed and used as toe-scour protection near the identified cultural resource area at
7 the direction of the Engineer. No additional payment shall be made.

8
9 “Culvert & Overflow Channel Demolition”, lump sum.

10 The lump sum bid price for “Culvert & Overflow Channel Demolition” shall be full
11 compensation for all time, labor, materials, tools, equipment, and incidentals required
12 to deconstruct, excavate, demolish, handle, and remove 2 corrugated metal pipes (one
13 being 40-feet long with a diameter of 16 inches and the other being 30-feet long with
14 a diameter of 24 inches) and associated concrete lined channel. No additional payment
15 shall be made.

16
17 “Debris Hauling & Disposal”, per ton.

18 The per ton bid price for “Debris Hauling & Disposal” shall be full compensation for all
19 time, labor, materials, tools, equipment, and incidentals required to haul to an off-site
20 location and dispose of all debris generated during the course of work on this project.
21 This includes, but is not necessarily limited to debris generated from clearing and
22 grubbing as described in Section 2-01, all debris and rubble from the removal of, and
23 including, the two metal culverts and associated concrete lined channel, any rocks and
24 boulders from the removal of the rock bulkhead not incorporated back into the Work
25 on this project, and a utility pole with light and associated debris from its removal. All
26 debris material shall be removed via barge and properly disposed of at an off-site
27 location of the Contractor’s choosing. It is estimated that 10 tons of debris material will
28 need to be hauled off-site and disposed of. Actual quantities will be determined in the
29 field and the Contracting Agency shall pay the Contractor for actual quantities of work
30 performed, measured per ton, at the unit price listed in the Bid Proposal, regardless of
31 final quantity.

32 33 34 **Section 2-03, Roadway Excavation and Embankment**

35 36 37 **2-03.3 Construction Requirements**

38 39 **2-03.3(7) Disposal of Surplus Material**

40 41 **2-03.3(7)A General**

42 (*****)

43
44 Section 2-03.3(7)A is revised to read as:

45
46 The Contractor shall remove and haul all unused excavated material to an off-site location
47 of their choosing. Removal of excess excavated material shall be removed from the site
48 via barge.

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2-03.3(7)B Haul
(*****)

Section 2-03.3(7)B is revised to read as:

The Contracting Agency will pay as follows for hauling excess excavation material to the Contractor’s chosen disposal site:

1. The Contracting Agency will pay the per cubic yard Bid price for the off-site haul of excess excavated material by the Contractor to a disposal site of their choice. Excess excavated material not incorporated back into the Work shall be hauled off-site by the Contractor’s barge. Payment for the off-site haul of excess excavated material will be made under Bid line item “Excess Excavation Spoils Hauling & Disposal”, per cubic yard.
2. The Contracting Agency will pay the per ton Bid price for the off-site haul and disposal of all debris generated from clearing and grubbing and as described in Section 2-01. Also included as a part of this Bid line item is the off-site haul and disposal of all debris and rubble from the removal of, and including, the two metal culverts and associated concrete lined channel, any rocks and boulders from the removal of the rock bulkhead not incorporated back into the Work on this project, and a utility pole with light and associated debris from its removal. All debris removed from the project site shall be removed via barge and properly disposed of at an off-site location of the Contractor’s choosing. Payment for the off-site haul of debris material will be made under Bid line item “Debris Hauling & Disposal.” per ton.

2-03.3(7)C Contractor-Provided Disposal Site
(*****)

The first paragraph of Section 2-03.3(7)C is revised to read as:

If the Contracting Agency provides no waste site, but requires disposal of excess excavation or other materials, the Contractor shall arrange for disposal at no expense to the Contracting Agency, except as provided in Section 2-03.3(7)B. All excess excavated material shall be removed from the project site via barge.

2-03.3(20) Site Excavation, Grading, and Backfill
(New Section *****)

Section 2-03.3(20) is added to the Contract Special Provisions.

2-03.3(20)A Description

The Work described in this section includes, but is not limited to, the following:

1. Earthwork and excavation related to beach and estuary clearing, grubbing, subgrade excavation, and associated stockpiling of excavated material (“Beach/Estuary Subgrade Excavation”).
2. Earthwork and excavation related to beach back berm key trench subgrade excavation and associated stockpiling of excavated material (“Beach/Estuary Subgrade Excavation”).

- 1 3. Haul and off-site disposal of excess excavated beach and estuary material
2 ("Excess Excavation Spoils Hauling & Disposal").
- 3 4. Haul and off-site disposal of all debris generated from clearing and grubbing and
4 as described in Section 2-01. This also includes the off-site haul and disposal of all
5 debris and rubble from the removal of, and including, the two metal culverts and
6 associated concrete lined channel (as described in Section 2-02), any rocks and
7 boulders from the removal of the rock bulkhead not incorporated back into the Work
8 on this project (as described in Section 2-02), and a utility pole with light and
9 associated debris from its removal ("Debris Hauling & Disposal").
- 10 3. Earthwork related to filling the existing channel with stockpiled excavated material
11 and compacting as called for in the Engineer's Plans ("Existing Channel Backfill/
12 Compaction").
- 13 4. Earthwork related to placement of beach back berm angular rock quarry spalls (key
14 trench core) fill as called for in the Engineer's Plans ("Key Trench Material
15 Placement").
- 16 5. Earthwork related to placement and grading of imported beach and estuary
17 nourishment gravels per the Engineer's Plans ("Beach/ Estuary Nourishment
18 Material Placement"). This also includes the mixing and spreading of the imported
19 50/50 topsoil/ compost planting mix with nourishment gravels in the "native
20 landscape planting zone" as well as applying a 50/50 topsoil/ compost planting mix
21 to the backside of the "beach back berm."
- 22 6. Construction and earthwork related to placement of subgrade material (from
23 stockpile), compaction (as specified in the Engineer's Plans), and placement of
24 imported 50/50 topsoil/ compost planting mix for the earthen berm ("Earthen Berm
25 Construction/ Compaction, Topsoil Placement").
- 26 7. Other miscellaneous earthwork required to complete the Project with approval from
27 the Engineer.

29 **2-03.3(20)B Definitions**

30
31 Additional excavation: Excavation performed for the convenience, fault, or operation of the
32 Contractor beyond specified or directed excavation lines or as directed for the construction
33 of other work items.

35 **2-03.3(20)C Quality Assurance**

36
37 It is the responsibility of the Contractor to verify the accuracy of all survey information
38 provided by the Contracting Agency prior to commencing excavations operations.
39 Commencement of these operations constitutes acceptance of the survey information as
40 appropriate to meet the intent of the Contract.

41
42 Transportation of known or potentially contaminated materials shall be performed by
43 properly licensed, insured, and registered waste haulers that are acceptable to the
44 Contracting Agency and in accordance with applicable local, state, and federal regulations
45 for transportation. Transportation contractors shall submit documentation that
46 demonstrates proper licensing and compliance with applicable Washington State
47 Department of Transportation regulations, as well as a copy of contingency and spill control
48 plans describing measures to be implemented in the event of spills or discharges during
49 material handling and transporting.

50
51

1 **2-03.3(20)D Existing Conditions**
2

3 The project site's topography, particularly around the outlet of the stream, has changed
4 dramatically over the past several years. The most recent topographic survey was
5 conducted in 2023, and erosive wave and stream forces have altered the beach and
6 stream outlet since that survey was conducted. The Engineer's plans show the "existing
7 grade" at the time of that topographic survey from which quantity estimates are based
8 upon.
9

10 In the event previously unknown chemical contamination is suspected or detected during
11 excavation, the Contractor shall immediately notify the Contracting Agency.
12

13 No documentation regarding existing conditions, in addition to the current survey supplied
14 on the Engineer's Plans, is available. It is the Contractor's responsibility to be familiar with
15 site conditions. Suspect soils or materials, if encountered in place, shall be left in place
16 until further direction is received from the Contracting Agency. If excavated, the suspect
17 soils or materials shall be carefully segregated and kept in a separate, isolated stockpile
18 that is fully protected against the elements (precipitation, surface water, and wind) until the
19 Contracting Agency has determined appropriate handling and disposal options for the
20 materials. "Suspect soils" are evidenced by one or more of the following:
21

- 22 1. Characteristics (waste drums, tanks, etc.);
- 23 2. Visual evidence (discoloration or staining of soil);
- 24 3. Odor;
- 25 4. Development of oily sheen on water in contact with the soil; and
- 26 5. Position near or adjacent to discovered suspect debris, features, items, or
27 structures.

28
29 **2-03.3(20)E Earthwork - General**
30

31 The Contractor shall notify the Contracting Agency at least 48 hours prior to any clearing,
32 grubbing, and excavation. The Contractor shall clear, grub, and excavate material
33 encountered within the limits, lines, and grades specified on the Engineering Plans and as
34 staked by the Contracting Agency per Section 1-05.4. The Contracting Agency reserves
35 the right, during progress of Work, to vary slopes, grades, and dimensions of excavations
36 or excavation placement areas from those specified in the Engineering Plans.
37

38 Excavation work shall only take place when the area to be excavated has been properly
39 isolated from flowing water. The Contractor shall construct in a manner that allows the
40 excavation area to remain isolated from the flow of the unnamed creek. Excavation work
41 shall not occur in areas inundated with tidal water.
42

43 Remove all grass/ sod in proposed beach nourishment and estuary restoration areas and
44 properly dispose of off-site.
45

46 Contractor is responsible for determining if there are buried or overhead utilities in the
47 vicinity of the proposed work.
48

49 A light on a utility pole is to be removed as a part of the Work on this project. The light and
50 pole to be removed shall be disconnected from all power sources prior to any construction

1 activities. Underground conduit and wire may be abandoned in place if permanently
2 disconnected from power and not exposed during subsequent excavation.
3
4 Excavation, material placement, grading, and compaction shall conform to the lines,
5 grades, elevations, specifications, and details shown in the Engineer's Plans or as directed
6 or approved by the Engineer. Subgrade excavation material shall be appropriately
7 stockpiled on site for use as fill for the existing creek channel and earthen berm subgrade.
8 Excess excavated material not incorporated back into the Work shall be hauled off-site by
9 the Contractor's barge. Payment for the off-site haul of excess excavated material will be
10 made under Bid line item "Excess Excavation Spoils Hauling & Disposal", per cubic yard.
11 All debris generated from clearing, grubbing, metal culvert removal, concrete lined
12 channel demolition, rocks and boulders from the rock bulkhead that will not be incorporated
13 back into the Work on this project, and utility pole with light and associated debris from its
14 removal shall be hauled off-site by the Contractor's barge. Payment for the haul and
15 disposal of project debris shall be made under Bid line item "Debris Hauling & Disposal."
16
17 The "Native Landscape Planting Zone" area (approximate 1,200 square foot area, as
18 shown on sheet C9 of the Engineer's Plans) shall have its beach/ estuary nourishment
19 material amended (20%) with the imported 50/50 topsoil/ compost planting mix.
20
21 Approximately 3 cubic yards of imported 50/50 topsoil/ compost planting mix shall be
22 applied to the back side of the "beach back berm."
23
24 Nourishment gravels, rock and excavated material may be stockpiled waterward of the
25 ordinary high water line provided that the material is placed within the areas specified in
26 the Engineer's Plans. Materials containing silt, clay, or fine-grained soil may NOT be
27 stockpiled waterward of the ordinary high water line. When stockpiling excavated material,
28 keep surface gravels and deeper excavated sediments in separate stockpile and backfill
29 the beach and estuary in reverse order of excavation.
30
31 The Contracting Agency does not represent that excavation performed under these
32 Specifications can be made to or maintained at pay lines shown in the Engineer's Plans
33 or described in these Specifications. Removal of materials beyond indicated subgrade
34 elevations or dimensions without specific direction of the Contracting Agency is not
35 authorized. Unauthorized excavation, as well as remedial work directed by the Contracting
36 Agency, shall be at the Contractor's expense.
37
38 In performing the excavation, the Contractor shall pay particular attention to the conditions
39 of issued permits and authorizations requiring the minimization of turbidity and siltation
40 and adherence to water quality requirements.
41
42 **2-03.3(20)F Submittals**
43
44 The Contractor shall submit the following for approval by the Contracting Agency, as
45 further specified in this section and Section 1-05.3:
46
47 Earthwork Plan
48 Prior to commencing Work associated with Sections 1-07.16(2) Vegetation Protection and
49 Restoration, 2-01.3(1) Clearing, 2-01.3(2) Grubbing, and 2-03.3(20) Site Excavation,
50 Grading, and Backfill, the Contractor shall prepare and submit an Earthwork Plan for
51 approval by the Contracting Agency. Approval of the plan by the Contracting Agency shall
52 not relieve the Contractor of the responsibility for full compliance with the Contract

- 1 Documents. The Earthwork Plan shall include, at a minimum, detailed descriptions of the
2 following items:
3
4 1. Methods and equipment that will be used for excavation.
5 2. Methods and equipment that will be used for grading to achieve finished grades
6 and elevations.
7 3. Methods and equipment that will be used to stockpile, transport, backfill, and
8 compact excavated materials.
9 4. Sequence and estimated duration of excavation activity, including anticipated
10 cubic yards of excavated materials handled daily.
11 5. Means by which limits and cut depths will be checked and verified by the
12 Contractor.
13 6. Means by which the Contractor shall ensure that temporary stockpiles shall be
14 located and controlled, including isolation of stockpiled soil from the environment
15 and preventing unfiltered runoff water from entering site waters.
16 7. Means by which the Contractor shall ensure that sediment and soil stockpiles are
17 protected from erosion, wind, contamination, and spillage.
18

19 If the Earthwork Plan is judged unsatisfactory by the Contracting Agency, then it will be
20 returned to the Contractor for amendment and resubmission. No physical work at the site
21 shall be started until the Earthwork Plan is accepted.
22

23 Measurement and Payment for this item is described in Sections 1-05.3 and 1-09.
24

25 **2-03.3(20)G Materials**

26

27 The Contractor shall procure and deliver to the site via barge the following materials to be
28 used for backfilling, constructing, spreading, and grading at the project site.
29

- 30 • 205 cubic yards of Beach/ Estuary Nourishment Material meeting the
31 specifications delineated in the Engineering plans and notes. See plan sheet
32 C5.
- 33 • 8 cubic yards of angular rock quarry spalls meeting the specifications of Section
34 9-13.1(5).
- 35 • 26 cubic yards of 50/50 topsoil/ compost mix. Imported 50/50 topsoil/ compost
36 mix shall meet the specifications of Section 9-14.2(4).
37

39 **2-03.4 Measurement**

40 (*****)
41

42 Section 2-03.4 is supplemented with the following.
43

- 44 1. "Beach/ Estuary Subgrade Excavation" is a lump sum bid line item. It's estimated
45 that 265 cubic yards of material will need to be excavated to reach subgrade.
- 46 2. "Existing Channel Backfill/ Compaction" is a lump sum bid line item. It's estimated
47 that 75 cubic yards of stockpiled material will be needed to fill the existing channel
48 to reach finished grade.

- 1 3. "Excess Excavation Spoils Hauling & Disposal" shall be measured per cubic yard
2 for work specified, complete, and approved by the Engineer or Contracting Agency.
3 The Contracting Agency shall pay the Contractor for actual quantities of work
4 performed, measured per cubic yard, at the unit price listed in the Bid Proposal. It's
5 estimated that 185 cubic yards of excess excavation spoils will need to be hauled
6 off-site via barge and properly disposed of at a site of the Contractor's choosing.
- 7 4. "Debris Hauling & Disposal" shall be measured per ton for work specified (and as
8 described in this Section and Sections 2-01 and 2-02), complete, and approved by
9 the Engineer or Contracting Agency. The Contracting Agency shall pay the
10 Contractor for actual quantities of work performed, measured per ton, at the unit
11 price listed in the Bid Proposal. It's estimated that 10 tons of debris material will
12 need to be hauled off-site via barge and properly disposed of at a site of the
13 Contractor's choosing.
- 14 5. "Key Trench Material Placement" shall be measured per cubic yard for work
15 specified, complete, and approved by the Engineer or Contracting Agency. The
16 Contracting Agency shall pay the Contractor for actual quantities of work
17 performed, measured per cubic yard, at the unit price listed in the Bid Proposal. It's
18 estimated that 8 cubic yards of imported angular rock quarry spalls will be needed
19 for the back berm construction.
- 20 6. "Beach/ Estuary Nourishment Material Placement" shall be measured per cubic
21 yard for work specified, complete, and approved by the Engineer or Contracting
22 Agency. The Contracting Agency shall pay the Contractor for actual quantities of
23 work performed, measured per cubic yard, at the unit price listed in the Bid
24 Proposal. It's estimated that 205 cubic yards of imported nourishment gravels will
25 be needed for the beach and estuary fill and grading to reach finish grade.
26 Approximately 14 cubic yards of imported 50/50 topsoil/ compost planting mix will
27 also need to be amended (20%) into the nourishment gravels **within the "native
28 landscape planting zone"** (approximately a 1,200 square foot area, see sheet C9
29 of Engineer's Plans) as part of this Work. Approximately 3 cubic yards of imported
30 50/50 topsoil/ compost planting mix shall be applied to the back side of the "beach
31 back berm" as well as part of this Work.
- 32 7. "Earthen Berm Construction/ Compaction, Topsoil Placement" is a lump sum bid
33 line item. Work includes construction and earthwork related to placement of
34 earthen berm subgrade material (from stockpile), compaction (as specified in the
35 Engineer's Plans), and placement of imported topsoil/ compost planting mix. It's
36 estimated that 7 cubic yards of stockpiled material and 9 cubic yards of imported
37 50/50 topsoil/ compost planting mix will be needed to construct the earthen berm.
- 38 8. "Beach/ Estuary Nourishment Material (Delivered)" shall be measured per cubic
39 yard of specified nourishment material delivered to the site via barge. The
40 Contracting Agency will measure beach/ estuary nourishment gravels based on the
41 final count of ticketed cubic yards delivered to the site. Cubic yard tickets shall be
42 presented to an on-site Contracting Agency representative for documentation. It's
43 estimated that 205 cubic yards of imported nourishment gravels will be needed for
44 this project.
- 45 9. "Topsoil/ Planting Mix (Delivered)" shall be measured per cubic yard of specified
46 50/50 topsoil/ compost mix delivered to the site via barge. The Contracting Agency
47 will measure the 50/50 topsoil/ compost mix based on the final count of ticketed
48 cubic yards delivered to the site. Cubic yard tickets shall be presented to an on-
49 site Contracting Agency representative for documentation. It's estimated that 26
50 cubic yards of imported 50/50 topsoil/ compost mix will be needed for this project.
- 51 10. "Key Trench Subgrade Material (Delivered)" shall be measured per cubic yard of
52 specified key trench angular rock quarry spalls delivered to the site via barge. The

1 Contracting Agency will measure the key trench subgrade angular rock based on
2 the final count of ticketed cubic yards delivered to the site. Cubic yard tickets shall
3 be presented to an on-site Contracting Agency representative for documentation.
4 It's estimated that 8 cubic yards of imported angular rock quarry spalls will be
5 needed for this project.
6
7

8 **2-03.5 Payment**

9 (*****)

10 Section 2-03.5 is supplemented with the following.
11
12

13 "Beach/ Estuary Subgrade Excavation," lump sum.

14 The lump sum bid price shall be full compensation for all time, labor, materials, tools,
15 equipment, and incidentals necessary to clear, grub, and excavate the beach and estuary
16 areas to achieve the lines and subgrades shown in the Engineering Plans and as
17 described in Section 2-03.3(20). This includes the earthwork necessary for the beach back
18 berm key trench subgrade excavation. Subgrade excavation shall meet the minimum
19 depth below finished grade as called for in the Engineer's plans. Remove all grass/ sod in
20 proposed beach nourishment and estuary restoration areas and properly dispose of off-
21 site. A total of approximately 265 cubic yards of material will need to be excavated to reach
22 design subgrades. Material excavated shall be stockpiled on site and used as fill for the
23 existing creek channel and earthen berm subgrade. Any excess excavated material not
24 used on site (estimated to be 185 cubic yards) shall be disposed of off-site by the
25 Contractor (haul and disposal paid for under Bid line item "Excess Excavation Spoils
26 Hauling & Disposal"). All material not incorporated back into the Work shall be removed
27 from the site by barge. No additional payment shall be made.
28

29 "Existing Channel Backfill/ Compaction," lump sum.

30 The lump sum bid price shall be full compensation for all time, labor, materials, tools,
31 equipment, and incidentals necessary to fill the existing creek channel with stockpiled
32 excavated material and compacting as called for in the Engineer's Plans and as described
33 in Section 2-03.3(20). A total of approximately 75 cubic yards of stockpiled material is
34 expected to be needed to fill the existing creek channel. No additional payment shall be
35 made.
36

37 "Excess Excavation Spoils Hauling & Disposal"

38 The per cubic yard bid price shall be full compensation for all time, labor, materials, tools,
39 equipment, and incidentals to haul dispose of all excess excavated beach and estuary
40 material not incorporated back into the Work. It's estimated that 185 cubic yards of excess
41 excavation spoils will need to be hauled off-site via barge and properly disposed of at a
42 site of the Contractor's choosing. Actual quantities will be determined in the field and the
43 Contracting Agency shall pay the Contractor for actual quantities of work performed,
44 measured per cubic yard, at the unit price listed in the Bid Proposal, regardless of final
45 quantity.
46

47 "Debris Hauling & Disposal", per ton.

48 The per ton bid price shall be full compensation for all time, labor, materials, tools,
49 equipment, and incidentals required to haul to an off-site location and dispose of all debris
50 generated during the course of work on this project. This includes, but is not necessarily
51 limited to debris generated from clearing and grubbing as described in Section 2-01, all
52 debris and rubble from the removal of, and including, the two metal culverts and associated

1 concrete lined channel (as described in Section 2-02), any rocks and boulders from the
2 removal of the rock bulkhead not incorporated back into the Work on this project (as
3 described in Section 2-02), and a utility pole with light and associated debris from its
4 removal. All debris material shall be removed via barge and properly disposed of at an off-
5 site location of the Contractor's choosing. It's estimated that 10 tons of debris material will
6 need to be hauled off-site and disposed of. Actual quantities will be determined in the field
7 and the Contracting Agency shall pay the Contractor for actual quantities of work
8 performed, measured per ton, at the unit price listed in the Bid Proposal, regardless of final
9 quantity.

10
11 "Key Trench Material Placement," per cubic yard.

12 The per cubic yard bid price shall be full compensation for all time, labor, materials, tools,
13 equipment, and incidentals to properly place the imported Key Trench Core angular rock
14 material for the Beach Back Berm subgrade per the Engineering Plans and as described
15 in Section 2-03.3(20). The Key Trench Core material shall be angular rock quarry spalls
16 and meet the specifications of Section 9-13.1(5). It's estimated that 8 cubic yards of Key
17 Trench angular rock will need to be appropriately placed to construct the Beach Back
18 Berm's subgrade Key Trench Core. The Contracting Agency shall pay the Contractor for
19 actual quantities of work performed, measured per cubic yard, at the unit price listed in the
20 Bid Proposal.

21
22 "Beach/ Estuary Nourishment Material Placement," per cubic yard.

23 The per cubic yard bid price shall be full compensation for all time, labor, materials, tools,
24 equipment, and incidentals necessary to apply and grade the imported beach/ estuary
25 nourishment gravels on the prepared subgrade of the beach and estuary restoration areas
26 shall meet the specifications of Section 9-03.11(6) and as described in Section 2-03.3(20).
27 Nourishment material shall be spread and graded to a minimum thickness of 6-inches and
28 as required to meet final grade, per the Engineer's Plans. Imported beach/ estuary
29 nourishment material shall meet the specifications of Section 9-03.11(6). It is estimated
30 that 205 cubic yards of imported beach/ estuary nourishment material will need to be
31 appropriately applied and graded to reach finish grades for the beach and estuary
32 restoration areas. Approximately 14 cubic yards of imported 50/50 topsoil/ compost
33 planting mix will also need to be amended (20%) into the nourishment gravels **within the**
34 **"native landscape planting zone"** (approximately a 1,200 square foot area, see sheet
35 C9 of Engineer's Plans) as part of this Work. Approximately 3 cubic yards of imported
36 50/50 topsoil/ compost planting mix shall be applied to the back side of the "beach back
37 berm" as well. Imported 50/50 topsoil/ compost mix shall meet the specifications of Section
38 9-14.2(4). The Contracting Agency shall pay the Contractor for actual quantities of work
39 performed, measured per cubic yard, at the unit price listed in the Bid Proposal.

40
41 "Earthen Berm Construction/ Compaction, Topsoil Placement," lump sum.

42 The lump sum bid price shall be full compensation for all time, labor, materials, tools,
43 equipment, and incidentals necessary to place the earthen berm subgrade material (from
44 stockpile), compact material (as specified in the Engineer's Plans), and place and grade
45 the imported topsoil/ compost planting mix as specified in the Engineer's Plans and as
46 described in Section 2-03.3(20). It's estimated that 7 cubic yards of stockpiled material and
47 9 cubic yards of imported 50/50 topsoil/ compost planting mix will be needed to construct
48 the earthen berm. Imported 50/50 topsoil/ compost mix shall meet the specifications of
49 Section 9-14.2(4). No additional payment shall be made.

1 “Beach/ Estuary Nourishment Material (Delivered),” per cubic yard.
2 The per cubic yard price shall be full compensation for all time, labor, materials, tools,
3 equipment, and incidentals necessary to procure and deliver to the project site via barge
4 the specified nourishment material shall meet the specifications of Section 9-03.11(6) and
5 as described in Section 2-03.3(20). Imported beach/ estuary nourishment material shall
6 meet the specifications of Section 9-03.11(6). The Contracting Agency will measure beach/
7 estuary nourishment gravels based on the final count of ticketed cubic yards delivered to
8 the site. Cubic yard tickets shall be presented to an on-site Contracting Agency
9 representative for documentation. It’s estimated that 205 cubic yards of imported
10 nourishment gravels will be needed for this project.

11
12 “Topsoil/ Planting Mix (Delivered),” per cubic yard.
13 The per cubic yard price shall be full compensation for all time, labor, materials, tools,
14 equipment, and incidentals necessary to procure and deliver to the project site via barge
15 the specified 50/50 topsoil/ compost mix material as specified in the Engineer’s Plans and
16 as described in Section 2-03.3(20). Imported 50/50 topsoil/ compost mix shall meet the
17 specifications of Section 9-14.2(4). The Contracting Agency will measure the 50/50 topsoil/
18 compost mix based on the final count of ticketed cubic yards delivered to the site. Cubic
19 yard tickets shall be presented to an on-site Contracting Agency representative for
20 documentation. It’s estimated that 26 cubic yards of imported 50/50 topsoil/ compost mix
21 will be needed for this project.

22
23 “Key Trench Subgrade Material (Delivered), per cubic yard.
24 The per cubic yard price shall be full compensation for all time, labor, materials, tools,
25 equipment, and incidentals necessary to procure and deliver to the project site via barge
26 the specified key trench angular rock quarry spalls as specified in the Engineer’s Plans
27 and as described in Section 2-03.3(20). The imported Key Trench Core material shall be
28 angular rock quarry spalls and meet the specifications of Section 9-13.1(5). The
29 Contracting Agency will measure the Key Trench Core material based on the final count
30 of ticketed cubic yards delivered to the site. Cubic yard tickets shall be presented to an
31 on-site Contracting Agency representative for documentation. It’s estimated that 8 cubic yards
32 of imported angular rock quarry spalls will be needed for this project.

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36 **Section 2-04, Haul**

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39 **2-04.4 Measurement**

40 (*****)

41

42 Section 2-04.4 is supplemented with the following:

43

- 44 1. “Excess Excavation Spoils Hauling & Disposal” shall be measured per cubic yard for
45 work specified, complete, and approved by the Engineer or Contracting Agency and
46 as described in Section 2-03. The Contracting Agency shall pay the Contractor for
47 actual quantities of work performed, measured per cubic yard, at the unit price listed
48 in the Bid Proposal. It’s estimated that 185 cubic yards of excess excavation spoils will
49 need to be hauled off-site via barge and properly disposed of at a site of the
50 Contractor’s choosing.
- 51 2. “Debris Hauling & Disposal” shall be measured per ton for work specified, complete,
52 and approved by the Engineer or Contracting Agency and as described in this Sections

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2-01, 2-02, and 2-03. The Contracting Agency shall pay the Contractor for actual quantities of work performed, measured per ton, at the unit price listed in the Bid Proposal. It's estimated that 10 tons of debris material will need to be hauled off-site via barge and properly disposed of at a site of the Contractor's choosing.

2-04.5 Payment

(*****)

Section 2-04.5 is supplemented with the following:

“Excess Excavation Spoils Hauling & Disposal”, per cubic yard.

The per cubic yard bid price shall be full compensation for all time, labor, materials, tools, equipment, and incidentals to haul dispose of all excess excavated beach and estuary material not incorporated back into the Work and as described in Section 2-03. It's estimated that 185 cubic yards of excess excavation spoils will need to be hauled off-site via barge and properly disposed of at a site of the Contractor's choosing. Actual quantities will be determined in the field and the Contracting Agency shall pay the Contractor for actual quantities of work performed, measured per cubic yard, at the unit price listed in the Bid Proposal, regardless of final quantity.

“Debris Hauling & Disposal”, per ton.

The per ton bid price shall be full compensation for all time, labor, materials, tools, equipment, and incidentals required to haul to an off-site location and dispose of all debris generated during the course of work on this project and as described in this Sections 2-01, 2-02, and 2-03. This includes, but is not necessarily limited to debris generated from clearing and grubbing as described in Section 2-01, all debris and rubble from the removal of, and including, the two metal culverts and associated concrete lined channel (as described in Section 2-02), any rocks and boulders from the removal of the rock bulkhead not incorporated back into the Work on this project (as described in Section 2-02), and a utility pole with light and associated debris from its removal. All debris material shall be removed via barge and properly disposed of at an off-site location of the Contractor's choosing. It's estimated that 10 tons of debris material will need to be hauled off-site and disposed of. Actual quantities will be determined in the field and the Contracting Agency shall pay the Contractor for actual quantities of work performed, measured per ton, at the unit price listed in the Bid Proposal, regardless of final quantity.

1 **DIVISION 4**

2 **Bases**

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5 **Section 4-04, Ballast and Crushed Surfacing**

6
7

8 **4-04.1 Description**

9 (*****)

10

11 Section 4-04.1 is supplemented with the following:

12

13 This Work consists of placing the “Key Trench Core” angular rock material for the “Beach
14 Back Berm” subgrade as shown in the Engineer’s Plans and described in Section 2-03.3.

15
16

17 **4-04.2 Materials**

18 (*****)

19

20 Section 4-04.2 is supplemented with the following materials:

21

22 Quarry Spalls 9-13.1(5)

23

24

25 **4-04.4 Measurement**

26 (*****)

27

28 Section 4-04.2 is supplemented with the following:

29

30 1. “Key Trench Subgrade Material (Delivered)” shall be measured per cubic yard of
31 specified key trench angular rock quarry spalls delivered to the site via barge. The
32 Contracting Agency will measure the key trench subgrade angular rock based on
33 the final count of ticketed cubic yards delivered to the site. Cubic yard tickets shall
34 be presented to an on-site Contracting Agency representative for documentation.
35 It’s estimated that 8 cubic yards of imported angular rock quarry spalls will be
36 needed for this project.

37 2. “Key Trench Material Placement” shall be measured per cubic yard for work
38 specified, complete, and approved by the Engineer or Contracting Agency. The
39 Contracting Agency shall pay the Contractor for actual quantities of work
40 performed, measured per cubic yard, at the unit price listed in the Bid Proposal. It’s
41 estimated that 8 cubic yards of imported angular rock quarry spalls will be needed
42 for the back berm construction.

43

44

45 **4-04.5 Payment**

46 (*****)

47

48 Section 4-04.5 is supplemented with the following:

49

1 “Key Trench Subgrade Material (Delivered), per cubic yard.
2 The per cubic yard price shall be full compensation for all time, labor, materials, tools,
3 equipment, and incidentals necessary to procure and deliver to the project site via barge
4 the specified key trench angular rock quarry spalls as specified in the Engineer’s Plans
5 and as described in Section 2-03.3(20). The imported Key Trench Core material shall be
6 angular rock quarry spalls and meet the specifications of Section 9-13.1(5). The
7 Contracting Agency will measure the Key Trench Core material based on the final count
8 of ticketed cubic yards delivered to the site. Cubic yard tickets shall be presented to an on-
9 site Contracting Agency representative for documentation. It’s estimated that 8 cubic yards
10 of imported angular rock quarry spalls will be needed for this project.
11

12 “Key Trench Material Placement,” per cubic yard.
13 The per cubic yard bid price shall be full compensation for all time, labor, materials, tools,
14 equipment, and incidentals to properly place the imported Key Trench Core angular rock
15 material for the Beach Back Berm subgrade per the Engineering Plans and as described
16 in Section 2-03.3(20). The Key Trench Core material shall be angular rock quarry spalls
17 and meet the specifications of Section 9-13.1(5). It’s estimated that 8 cubic yards of Key
18 Trench angular rock will need to be appropriately placed to construct the Beach Back
19 Berm’s subgrade Key Trench Core. The Contracting Agency shall pay the Contractor for
20 actual quantities of work performed, measured per cubic yard, at the unit price listed in the
21 Bid Proposal.
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1 **DIVISION 8**

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3 **Miscellaneous Construction**

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5 **Section 8-01, Erosion Control and Water Pollution Control**

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8 **8-01.3 Construction Requirements**

9
10 **8-01.3(1) General**

11 **(*****)**

12
13 Section 8-01.3(1) is supplemented with the following:

14
15 Prior to commencing construction, the Contractor shall develop and submit a Temporary
16 Erosion and Sediment Control (TESC) Plan (Section 8-01.3(1)A1 and 8-01.3(1)B), Spill
17 Prevention, Control, and Countermeasures (SPCC) Plan (Section 1-07.15(1) and 8-
18 01.3(1)F), and Water Control Plan (Section 8-01.3 and 8-31) to the Engineer. The
19 Contractor shall be responsible for the maintenance and performance of the TESC, SPCC,
20 and Water Control Plans throughout the duration of the project. The Contractor shall keep
21 a copy of the TESC and SPCC Plans on site at all times during the project.

22
23 The Contractor shall protect all disturbed areas from erosion. All erosion and sediment
24 control shall be maintained until all work and cleanup of the job site is complete.

25
26 Contractor shall select best management practices (BMPs) from the following documents:

- 27 1. The WSDOT Temporary Erosion and Sediment Control Manual (keep on-site
28 at all times)
- 29 2. The Standard Construction Specifications
- 30 3. The Project Special Provisions
- 31 4. Volume II of Stormwater Management Manual for Western Washington

32
33 The TESC plan facilities and measures must be inspected daily by the Contractor and
34 maintained as necessary to ensure their continued functioning.

35
36 All erosion control materials that will remain onsite must be composed of 100%
37 biodegradable materials.

38
39 Straw used for erosion and sediment control, must be certified free of noxious weeds and
40 their seeds. Hay is not acceptable.

41
42 All straw material shall be Certified Weed-Free Straw using North American Weed
43 Management Association (NAWMA) standards or the Washington Wilderness Hay and
44 Mulch (WWHAM) program run by the Washington State Noxious Weed Control Board.
45 Information can be found at www.nwcb.wa.gov.

46
47 The WWHAM program is now run by the Washington State Department of Agriculture's
48 (WSDA) Plant Services Program. Current program information can be found at
49 [https://agr.wa.gov/services/licenses-permits-and-certificates/plant-permits-and-](https://agr.wa.gov/services/licenses-permits-and-certificates/plant-permits-and-certification-programs/wwham)
50 [certification-programs/wwham](https://agr.wa.gov/services/licenses-permits-and-certificates/plant-permits-and-certification-programs/wwham)

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In lieu of Certified Weed-Free Straw, the Contractor shall submit documentation that the materials is steam or heat treated to kill seeds, or shall submit U.S., Washington State, or other states' Department of Agriculture laboratory test reports, dated within 90 days prior to the date of application, showing that there are no viable seeds in the straw.

The Contractor shall limit machinery movement to construction areas defined on the Engineer's Plans or identified as acceptable by the Contracting Agency or Engineer. Every reasonable effort shall be made to conduct the activities shown in the Engineer's Plans in a manner that minimizes the adverse impact on water quality, fish and wildlife, and the natural environment.

No visible and measurable sediment or pollutant shall exit the site, enter a public right-of-way or be deposited into any water body or storm drainage system.

Stabilize all exposed soil following ground disturbing activity prior to demobilization or if work is stopping for thirty (30) or more days. Stabilize with native seeding or 3-inch thick layer of medium compost.

If necessary, erosion control seeding and noxious weed free straw mulching shall take place prior to demobilization.

Inspect equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

All equipment shall be thoroughly cleaned to remove petroleum residue, grease, oil, dirt, and noxious weed seeds prior to transport to the site.

All equipment operating in or near the water shall utilize readily biodegradable vegetable-based hydraulic fluids.

The Contractor is responsible for ensuring that no petroleum products, hydraulic fluid, sediments, sediment-laden water, chemicals, or any other toxic or deleterious materials are allowed to enter or leach into the subject river, stream, or wetland.

The Contractor shall at all times have on site at least one two (2) oil absorbing floating booms, appropriate for the size of the work area, shall be available onsite to contain spills and shall be stored in a location that facilitates immediate deployment in the event of a spill.

8-01.3(1)A Submittals

8-01.3(1)A1 Temporary Erosion and Sediment Control Plan

(*****)

Delete the second paragraph in Section 8-01.3(1)A1 and replace it with the following:

Prior to commencing construction, the Contractor shall develop and submit a Temporary Erosion and Sediment Control (TESC) Plan to the Engineer for approval. The Contractor shall be responsible for the maintenance and performance of the TESC Plan throughout the duration of the project. All TESC Plans shall meet the requirements of the current edition of the WSDOT Temporary Erosion and Sediment

1 Control Manual and be adaptively managed throughout. The Contractor shall develop
2 a schedule for implementation of the TESC work and incorporate it into the
3 Contractor's progress schedule.
4

5 The TESC Plan shall, at a minimum, shall include a narrative and marked up drawings
6 that:

- 7 1. Indicate the proposed access route(s) if they differ from those shown in the Plans
8 and show where BMP's will be installed and maintained during the duration of the
9 project.
- 10 2. Indicate the proposed staging areas and describe the equipment and construction
11 materials, spoils, debris, etc., that will be staged in these areas during the project.
- 12 3. Indicate discharge locations of any stream bypass, diversion, and groundwater
13 management/pumping stations, as well as the methods and BMP's that will be
14 installed to manage erosion/scour and turbidity at discharge locations.
- 15 4. Describe how discharge locations will be monitored for turbidity as well as the
16 materials held on-site and the actions that will be employed and maintained on site
17 to control turbidity.
- 18 5. Turbidity shall be monitored on a frequent basis. Describe the turbidity schedule
19 to be put in place, identify water quality sampling locations, and specify
20 concentrations and/ or durations that will cause work to be stopped until improved
21 practices are in effect and the problems controlled.
22

23 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

24 (*****)
25

26 The list in the second paragraph in Section 8-01.3(1)B is supplemented with the
27 following:
28

- 29 5. Maintain an on-site TESC plan that reflects current site conditions and work
30 methods. Provide weekly updates to the Project Engineer.
- 31
- 32 6. Identify arising needs for adaptive management and/or BMPs which were not
33 originally identified in the TESC plan. Coordinate all proposed TESC activities
34 with the Project Engineer.
35
- 36 7. Attend all weekly construction meetings and provide an update on current and
37 planned TESC activities.
38
- 39 8. Ensure that all necessary Best Management Practices (BMP) are identified,
40 implemented and maintained throughout construction.
41
- 42 9. Oversee the installation and maintenance of all TESC control BMP's to ensure
43 continued performance of their intended function. Damaged or inadequate BMP's
44 shall be corrected immediately through coordination with the Engineer.
45

46 **8-01.3(1)C5 Water Management for In-Water Work Below Ordinary High Water** 47 **Mark (OHWM)** 48

49 Section 8-01.3(1)C5 is supplemented with the following:
50

51 All work shall comply with the terms and conditions of HPA Permit (see Appendix B)
52 for this project.

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The Contractor shall provide, implement, and adhere to the Water Control Plan (or Temporary Stream Diversion (TSD) Plan) created by the Contractor and approved by the Engineer.

All equipment operating in or near the water shall utilize readily biodegradable vegetable-based hydraulic fluids.

Do not conduct project activities when the work area is inundated by tidal waters.

Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

8-01.3(1)E Detention/ Retention Pond Construction
(*****)

Insert the following new section after 8-01.3(1)E

8-01.3(1)F Spill Prevention Control and Countermeasures Plan

The Contractor shall prepare a Type 2 Working Drawing consisting of a project-specific spill prevention, control, and countermeasures plan (SPCC Plan), and shall implement the plan for the duration of the project (see Section 1-07.15(1) for more details and requirements). No on-site construction activities may commence until the Contracting Agency accepts an SPCC Plan for the project. An SPCC Plan template and guidance information is available at <https://wsdot.wa.gov/engineering-standards/environmental-guidance/stormwater-water-quality>

The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11. Occupational safety and health requirements that may pertain to SPCC Plan implementation are contained in, but not limited to, [WAC 296-824](#) and [WAC 296-843](#). The SPCC Plan shall address conditions that may be required by Section 3406 of the current International Fire Code, or as approved by the local Fire Marshal.

The Contractor shall update the SPCC Plan throughout project construction so that the written plan reflects actual site conditions and practices. The Contractor shall update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project site. The Contractor shall fully implement the SPCC Plan, as accepted and updated, at all times.

The Contractor shall, at minimum, supply and keep on site spill containment systems adequate to contain all fuel leaks, at least two (2) oil absorbing floating booms (appropriate for the size of the work area), and any other tool, material, or product needed to adhere to the SPCC Plans and/or in accordance with the Standard Specifications and associated Bid Documents.

8-01.3(2) Temporary Seeding and Mulching

8-01.3(2)B Temporary Seeding
(*****)

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Section 8-01.3(2)B is supplemented with the following:

If temporary seeding is necessary, the proposed composition, proportion, and quality of seed mix shall be approved by the Engineer prior to application.

8-01.3(10) Wattles

(*****)

Section 8-01.3(10) is supplemented with the following:

Wattles shall be installed according to the manufacturer’s specifications.

Wattles shall contain no plastics. Burlap or jute wrapped wattles are acceptable.

Wattle straw material shall be free of noxious weeds, seeds, and other materials.

All straw material shall be Certified Weed-Free Straw using North American Weed Management Association (NAWMA) standards or the Washington Wilderness Hay and Mulch (WWHAM) program run by the Washington State Noxious Weed Control Board. Information can be found at www.nwcb.wa.gov.

The WWHAM program is now run by the Washington State Department of Agriculture’s (WSDA) Plant Services Program. Current program information can be found at <https://agr.wa.gov/services/licenses-permits-and-certificates/plant-permits-and-certification-programs/wwham>

In lieu of Certified Weed-Free Straw, the Contractor shall submit documentation that the materials is steam or heat treated to kill seeds, or shall submit U.S., Washington State, or other states’ Department of Agriculture laboratory test reports, dated within 90 days prior to the date of application, showing that there are no viable seeds in the straw.

8-01.4 Measurement

8-01.4(1) Lump Sum Bid for Project (No Unit Items)

(*****)

Delete this section and replace it with the following:

All time, materials, equipment, and labor necessary to create, implement, and adhere to the Contractor’s TESC, SPCC, and Water Control (TSD) Plans shall be paid for under Bid Line Item “Erosion Control & Water Pollution Prevention.” Payment will be made for this Bid Line Item as a Lump Sum.

8-01.5 Payment

8-01.5(1) Lump Sum Bid for Project (No Unit Items)

(*****)

1 Delete this section and replace it with the following:

2

3 Payment will be made for the following Bid item:

4

5 "Erosion Control & Water Pollution Prevention," lump sum.

6

7 The lump sum bid price for "Erosion Control & Water Pollution Prevention" shall be full
8 compensation to create, implement, maintain, and adhere to the SPCC Plan (as described
9 in Section 1-07.15(1) and Section 8-01.3(1)F), TESC Plan (as described in Section 8-01
10 and Section 1-07.15), and Water Control (TSD) Plan (as described in Section 8-01.3 and
11 Section 8-31). The SPCC, TESC, and Water Control Plans shall be created by the
12 Contractor and sent to the Engineer for approval prior to mobilization to the Project site.
13 The Contractor shall, at minimum, supply and keep on site spill containment systems
14 adequate to contain all fuel leaks and any other tool, material, or product needed to adhere
15 to the SPCC, TESC, and Water Control Plans and/or in accordance with the Standard
16 Specifications and associated Bid Documents. Work shall include the furnishing and
17 delivery of all required materials; installing and maintaining all temporary and permanent
18 erosion and sedimentation control measures; and installing and maintaining all water
19 control devices for work area isolation in accordance with all permits, these Specifications,
20 as shown on the Construction Drawings, or as designated by the Engineer. These facilities
21 shall be upgraded as needed for unexpected storm events, slow construction progress, or
22 to accommodate special construction practices. The Contractor shall implement these and
23 any additional practices and facilities to prevent the transport of sediment from the Project.
24 This lump sum bid price shall be full compensation for all labor, material, and equipment
25 required to create, implement, and adhere to the SPCC, TESC, and Water Control Plans.
26 No additional payment shall be made.

27

28

29 **Section 8-02, Roadside Restoration**

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31

32 **8-02.3 Construction Requirements**

33

34 **8-02.3(3) Weed and Pest Control**

35 (*****)

36

37 Section 8-02.3(3) is supplemented with the following:

38

39 Chemical pest management and/ or weed control shall not be used on this project
40 without approval from the Engineer or Contracting Agency.

41

42 **8-02.3(3)A Chemical Pesticides**

43 (*****)

44

45 Section 8-02.3(3)A is supplemented with the following:

46

47 Chemical pesticides shall not be used on this project without approval from the
48 Engineer or Contracting Agency.

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8-02.3(4) Topsoil
(*****)

Section 8-02.3(4) is supplemented with the following:

Topsoil used on this project shall conform to the specifications of Section 9-14.2(4) of these Provisions.

8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation

8-02.3(5)A Seeding Area Preparation
(*****)

Section 8-02.3(5)A is supplemented with the following:

Planting areas, or “planting zones,” shall be prepared as described and shown in the Engineer’s plans and as described in Sections 2-03, 8-02.3(4), and 9-14.2(4) of these Provisions.

Any areas disturbed by construction activities that are outside of the identified clearing limits shall be seeded and mulched by the Contractor prior to demobilization. The proposed composition, proportion, and quality of seed mix shall be approved by the Engineer prior to application.

Planting in the “planting zones,” as shown in the Engineer’s plans, is not a part of this Contract and will be done by the Contracting Agency.

Section 8-28 Vacant
(*****)

Delete Section 8-28 in its entirety and replace it with the following new section:

Section 8-28 Shoreline Wood Pieces
(*****)

8-28.1 Description and Purpose

A total of 6 key pieces of large wood and their associated log anchoring system connections are to be installed per the Engineer’s plans on the beach and estuary areas.

The installation of 5 key pieces of large wood in the newly realigned estuary area will help increase shoreline roughness which will increase hydraulic complexity while providing substrate for the development of aquatic micro and macro-invertebrates. Additionally, these large wood pieces will provide cover and refugia for salmonids and other fish species and non-aquatic coastal organisms while reducing the potential for excess shoreline and streambank erosion.

The installation of 1 large wood key piece set near the remaining section of rock bulkhead will help provide protection from coastal erosion impacts to an identified and delineated cultural

1 resources area while also mimicking natural driftwood that will aid in wave action refuge, cover,
2 food, and shading for the benefit of a variety shoreline species. Along with this large wood
3 piece, approximately 5-10 salvaged rock from the deconstruction of the rock bulkhead shall
4 be placed by the Contractor at the toe of slope adjacent to the delineated cultural resources
5 area to provide additional erosion protection.
6

7 Large wood key pieces will be placed into their final position in the Work using rocks/ boulders
8 as “dead man” anchors and connecting them to the large wood key pieces using chain, eye
9 anchors, figure-eight links, and epoxy as shown in the Engineer’s plans. The chain will be
10 double wrapped around each end of the log and connected to eye anchors set in the “dead
11 man” anchor rocks. The chain will be connected to the eye anchors using a figure-eight link
12 connection. Each hole for the eye anchors shall be drilled at least 6-inches into the “Dead
13 man” anchor rocks and epoxy used to secure the eye anchor in the rock. The Engineer or
14 Contracting Agency shall approve all connections. If a connection is judged non-approved, the
15 Contractor shall rework the connection at no additional cost to the Contracting Agency.
16

17 This Work shall consist of all labor, materials, tools, and equipment for furnishing and installing
18 the key pieces of large wood as shown in the Engineer’s plans, where specified and directed
19 by the Engineer or Contracting Agency, and in accordance with these Provisions. The key
20 pieces of large wood shall conform to the locations, extents, elevations, lines, and grades
21 required by the Plans, the Engineer, and these Provisions.
22

23 The Contractor shall furnish all materials, equipment, and labor necessary for the large wood
24 placement, associated anchoring requirements, and placement of salvaged rock as shown in
25 the Engineer’s plans and as described in the Specifications. Work includes the following as
26 applicable but is not limited to:
27

- 28 1. Working on and along the shoreline, estuary, and creek channel within permit
29 guidelines.
- 30 2. Installing the large wood at the locations, extents, elevations, lines, and grades
31 indicated in the Engineer’s plans and as described in the Specifications.
- 32 3. Anchoring the key pieces of large wood with rocks/ boulders salvaged from the
33 deconstruction of the rock bulkhead. Each piece of large wood shall be anchored at
34 both ends of the log.
 - 35 a. Rocks/ boulders salvaged for use as “dead man” anchors shall meet the
36 specifications called for in the Engineer’s Plans.
 - 37 b. Chain, eye anchors, figure-eight links, and epoxy used for connecting “dead
38 man” anchor rocks to the large wood shall meet the specifications called for in
39 the Engineer’s Plans and Section [9-38](#).
 - 40 c. Drilling and embedment depth of eye anchors shall meet the specifications
41 called for in the Engineer’s Plans and Section [9-38](#).
- 42 4. Placed large wood shall be buried with imported beach/ estuary nourishment gravel
43 material up to half of the wood’s diameter.
- 44 5. Place 5 to 10 salvaged on-site large rocks/ boulders prior to placing large wood
45 adjacent to the remaining section of rock bulkhead per the Engineer’s plans or as
46 directed.
47

48 The Contractor shall work within work limits shown on Construction Drawings and limit tracking
49 of equipment and turnarounds to the extent of the identified limits.
50
51

1 **8-28.2 Materials**

- 2
- 3 1. Large wood key pieces shall meet the requirements indicated in the Engineer's Plans
- 4 and as described in Section [9-37](#) of the Specifications.
- 5 2. Rocks/ boulders salvaged for use as "dead man" anchors for the large wood key pieces
- 6 shall meet the requirements indicated in the Engineer's Plans, typically being three-
- 7 man (700 pounds minimum) or four-man (1400 pounds minimum) rocks.
- 8 3. Chain, eye anchors, figure-eight links, and epoxy shall meet the requirements indicated
- 9 in the Engineer's Plans and as described in Section [9-38](#) of the Specifications.
- 10 4. At the direction of the Engineer or on-site representative, 5 to 10 large rocks/ boulders
- 11 shall be salvaged from the deconstruction of the rock bulkhead and utilized for toe-
- 12 scour protection adjacent to the delineated cultural resources area.
- 13

14

15 **8-28.3 Quality Assurance**

16

17 The Contracting Agency reserves the right to inspect the woody material placement throughout

18 the construction process.

19

20 All large wood shall be brought to the project site via barge.

21

22 The Contractor shall exercise care when procuring materials, transporting, and installing the

23 large wood to avoid damage. Rootwads shall remain intact during procurement, delivery, and

24 installation.

25

26 The Contractor shall exercise care when placing the large wood and rocks/ boulders to ensure

27 that the method of installation minimizes disturbance of waterways and prevents sediment or

28 pollutant discharge into water.

29

30 Do not drag large wood material. Suspend large woody material during placement,

31 repositioning, or removal so it does not damage the bed or banks.

32

33

34 **8-28.4 Construction Requirements**

35

36 The Contractor is responsible for installing the large wood key pieces at the locations,

37 orientations, elevations, and depths indicated in the Engineer's plans; the location of the

38 structures may vary from the Construction Drawings under the direction of the Engineer or

39 Contracting Agency.

40

41 The Contractor shall implement water diversion and care of water measures, as necessary, to

42 remain in compliance with construction permit conditions and requirements. Measures may

43 include, though are not limited to surface water diversion, cofferdam isolation, and dewatering.

44 The operation of ground-contact motorized equipment is not allowed when the work area is

45 inundated with tidal water.

46

47 The Contractor shall install all necessary connections for the shoreline large wood pieces as

48 shown in the Engineer's plans.

49

- 50 1. Connection materials exhibiting deficiencies or not in compliance with the
- 51 requirements in Section [9-38.3](#) that are made apparent during installation are not
- 52 allowed and may be rejected by the Contracting Agency.

- 1 2. Connection materials installed but found to be non-conforming for the application shall
2 be removed from the Project site at no expense to the Contracting Agency.
- 3 3. Connection materials installed but found to be non-conforming for the application may,
4 at the Contracting Agency's option, be re-used in other applications.
- 5 4. The Contractor shall collect and properly dispose of remaining materials, debris, and
6 rubbish resulting from all connection work.
- 7 5. Special care shall be taken to ensure that no materials fall into or contaminate Project
8 waters.
- 9 6. All connection materials installed shall be placed to make connections as shown on
10 the Drawings and in accordance with Section 8-28.
- 11 7. The Contractor shall alert the Contracting Agency at least 48 hours before installation
12 of all connections.

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15 **8-28.5 Measurement**

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- 18 1. "Log Placement/ Anchoring" shall be measured on a per unit basis for each large
19 wood piece installed and approved by the Engineer or Contracting Agency. The
20 Contracting Agency shall pay the Contractor for actual quantities of work
21 performed, measured per each large wood piece properly installed, at the unit price
22 listed in the Bid Proposal. There are 6 large wood key pieces and their associated
23 log anchoring system connections to be installed for the project.
- 24 2. "24" DBH x 20' Log with Rootwad (Delivered)" shall be measured on a per unit
25 basis for each large wood piece delivered to the site via barge and approved by
26 the Engineer or Contracting Agency. The Contracting Agency shall pay the
27 Contractor for actual quantities of work performed, measured per each large wood
28 piece delivered to the project site, at the unit price listed in the Bid Proposal. There
29 are 6 large wood key pieces to be installed for the project. Large wood key pieces
30 shall meet the requirements and specifications in Section 9-37 of the
31 Specifications.

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34 **8-28.6 Payment**

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"Log Placement/ Anchoring," per each.

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The per unit price shall be full compensation for all time, labor, materials, tools, equipment, and incidentals necessary to construct and install the key pieces of large wood as shown in the Engineer's plans, where specified and directed by the Engineer or Contracting Agency, and in accordance with these Provisions. The key pieces of large wood shall conform to the locations, extents, elevations, lines, and grades required by the Plans, the Engineer, and these Provisions. There are 6 large wood key pieces and their associated log anchoring system connections to be installed for the project. The Contracting Agency shall pay the Contractor for actual quantities of work performed, measured per each key piece of large wood installed, at the unit price listed in the Bid Proposal.

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"24" DBH x 20' Log with Rootwad (Delivered)," per each

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The per unit price shall be full compensation for all time, labor, materials, tools, equipment, and incidentals necessary to deliver to the project site the specified key pieces of large wood as described in the Engineer's plans and in accordance with these Provisions. There are 6 large wood key pieces required for the project. Large wood key pieces shall meet the requirements and specifications in Section 9-37 of the Specifications. The Contracting Agency shall pay the Contractor for actual quantities of work performed, measured per

1 each key piece of large wood delivered via barge to the project site, at the unit price listed
2 in the Bid Proposal.

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6 **Section 8-31, Temporary Stream Diversion**

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9 **8-31.1 Description**

10 (*****)

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Section 8-31.1 is supplemented with the following:

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The Work shall consist of providing, installing, operating, removing, and disposing of temporary measures (BMPs) for excluding fish from, isolating, and dewatering the work area. The purpose of the Work is to protect water quality and fish from construction-related turbidity impacts. Locations where isolation of the work area will be required, unless water quality standards can be met without isolation, includes but is not limited to:

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20
21
22

1. Isolation, dewatering, and fish exclusion to excavate the new creek channel.
2. Isolation, dewatering, and fish exclusion to fill in the old creek channel.
3. Isolation and fish exclusion for excavation and fill work on the beach.

23
24

Excavation work shall not occur in areas inundated with tidal water.

25
26

The Contractor shall work within the limits shown on the Construction Drawings and limit tracking of equipment and turnarounds to the extent of the identified limits.

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30 **8-31.2 Materials**

31 (*****)

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Section 8-31.2 is supplemented with the following:

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The Contractor shall design, provide materials for, construct, operate, and maintain the specific BMPs. Specific BMPs may include silt curtains, turbidity barriers, pumps, piping, drains, well points, wells, and other facilities for the control, collection, and disposal of groundwater or surface water for the proper construction of all Work specified herein. Cofferdams or water diversions shall be installed as necessary to meet water quality standards and exclude aquatic species during in-water work. The dewatering system shall prevent loss of fines, boiling, quick conditions, and softening of foundation strata and shall maintain stability of excavation bottoms. Applicable provisions of the Hydraulic Project Approval (HPA), Water Quality Certification (WQC), and Stormwater Pollution Prevention Plan (SWPPP) are incorporated into this specification by reference.

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Specific materials for cofferdams in shallow water shall be bulk bags or Ecology blocks lined with plastic sheeting or equivalent as proposed by the Contractor and approved by the Contracting Agency. If bulk bags (e.g., Super Sacks) are used as cofferdams for worksite isolation, then the Contractor must fill the bags with streambed gravels, beach gravels, or imported "clean" pea gravel to minimize impacts to the water body. If a bag is damaged during installation or removal, damaged bulk bags must be repaired or replaced.

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1 When bulk bags become unnecessary, they must be emptied and the stream gravels
2 returned to the system. Any imported material used to fill bags shall be removed from the
3 site after use.
4

5 The materials and construction of water diversions and work area isolation shall be
6 selected by the Contractor and its water diversion and dewatering specialist. The
7 Contractor shall submit a Water Control Plan, which details the design and operation of
8 the required BMPs, as part of the submittals identified in Section 1-05.3 "Drawings and
9 Working Drawings." The plan may be part of the overall SWPPP or Progress Schedule, if
10 applicable. The Contractor shall submit the plan no later than 10 days prior to mobilization
11 and not commence construction until the Contracting Agency approves the plan.
12
13

14 **8-31.3 Construction Requirements**

15 **8-31.3(1) General**

16 (*****)
17

18 Section 8-31.3(1) is supplemented with the following:
19

20 All construction work shall be done in accordance with the BMPs identified in the
21 approved Water Control Plan. All cofferdam construction and other water control
22 activities shall comply with all local, state, and federal regulations, including the
23 requirements of the Washington Department of Fish and Wildlife (WDFW) HPAs.
24

25 **8-31.3(1)A General TSD Requirements**

26 (*****)
27

28 Section 8-31.3(1)A is supplemented with the following:
29

30 The Contractor shall isolate the work area as required to protect the unnamed creek
31 and Case Inlet from turbidity impacts during construction activities. The Contractor
32 shall be responsible for installing and maintaining the work items so that they function
33 as intended throughout the duration of the construction work. If pumps are used, the
34 Contractor shall provide complete standby equipment and power sources available for
35 immediate operation as may be required to adequately maintain the dewatering system
36 if it were to become inadequate or fail.
37

38 If applicable, discharged dewatering water shall be directed into settling basins or
39 elevated upland areas where silts and sediments may be filtered prior to entry into
40 waterways or other property. Sediment filter bags may also be used. At streamside
41 construction and other locations where siltation or erosion may occur, hay-bale silt
42 fencing and/or other control measures shall be installed as required to control and
43 prevent siltation.
44

45 The turbidity of the water at water quality monitoring locations designated downstream
46 of the work areas shall not exceed water quality standards and shall be monitored at
47 a location and frequency by an approved sampler that comply with permit
48 requirements. If turbidity or sediment from the work area is found to be impacting water
49 quality at levels that may constitute a violation of any water quality requirements or
50 permit conditions, the Contractor shall stop work to allow dissipation of turbidity or
51 sediment until water quality returns to within the relevant water quality standards.
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Prior to recommencing work, the Contractor’s CESCL and the Contracting Agency will identify and implement measures to control turbidity. Measures may include but not necessarily be limited to:

1. Conducting an inspection of all controls to identify any potential problems. Immediately repair and/or replace any controls found not to be effective;
2. Augmenting existing controls, as necessary;
3. Altering work methods and/or means, as necessary, to prevent any further occurrences of violations in water quality; and
4. After performing all the above, work activities may be continued provided water quality conditions are met.

8-31.4 Vacant
(*****)

Delete Section 8-31.4 in its entirety and replace it with the following new section:

8-31.4 Measurement

All costs, time, material, and labor necessary to create, develop, submit, implement, and adhere to the Water Control Plan (or TSD Plan) as described in Sections 1-05.3, 8-01.3, and 8-31.3 are a part of and included in the lump sum Bid line item “Erosion Control & Water Pollution Prevention.”

All time, material, equipment, and labor necessary to install, maintain, and remove work area isolation material and/ or equipment required to isolate in-water work areas shall be included as a part of and paid for under Bid Line Item “Erosion Control & Water Pollution Prevention” as described in Sections 1-05.3, 8-01.3, and 8-31.3. Payment will be made for this Bid Line Item as a Lump Sum. No additional payment shall be made.

8-31.5 Payment
(*****)

Delete Section 8-31.5 and replace it with the following:

Payment will be made for the following Bid item when it is included in the Proposal:

“Erosion Control & Water Pollution Prevention, lump sum.

The lump sum bid price for “Erosion Control & Water Pollution Prevention” shall be full compensation to create, implement, maintain, and adhere to the SPCC Plan (as described in Section 1-07.15(1) and Section 8-01.3(1)F), TESC Plan (as described in Section 8-01 and Section 1-07.15), and Water Control (TSD) Plan (as described in Section 8-01.3 and Section 8-31). The SPCC, TESC, and Water Control Plans shall be created by the Contractor and sent to the Engineer for approval prior to mobilization to the Project site. The Contractor shall, at minimum, supply and keep on site spill containment systems adequate to contain all fuel leaks and any other tool, material, or product needed to adhere to the SPCC, TESC, and Water Control Plans and/or in accordance with the Standard Specifications and associated Bid Documents. Work shall include the furnishing and

1 delivery of all required materials; installing and maintaining all temporary and permanent
2 erosion and sedimentation control measures; and installing and maintaining all water
3 control devices for work area isolation in accordance with all permits, these Specifications,
4 as shown on the Construction Drawings, or as designated by the Engineer. These facilities
5 shall be upgraded as needed for unexpected storm events, slow construction progress, or
6 to accommodate special construction practices. The Contractor shall implement these and
7 any additional practices and facilities to prevent the transport of sediment from the Project.
8 This lump sum bid price shall be full compensation for all labor, material, and equipment
9 required to create, implement, and adhere to the SPCC, TESC, and Water Control Plans.
10 No additional payment shall be made.

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1 **DIVISION 9**

2 **Materials**

3

4 **Section 9-03 Aggregates**

5

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7 **9-03.11 Streambed Aggregates**

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(*****)

9

10 The following new section is added to Section 9-03.11:

11

12 **9-03.11(6) Beach/ Estuary Nourishment Material**

13

14 Imported Beach/ Estuary Nourishment gravels shall meet the following requirements:

15

16

- **Beach/ estuary nourishment material 5/8-inch and larger shall be clean round rock.**

17

18

Beach/ Estuary Nourishment Material Specification			
Sieve Size	% Retained	% Passing (Finer)	% of Total
2.5"	10.0	90.0	10
2"	20.0	80.0	10
1"	30.6	69.4	11
5/8"	46.4	53.6	16
5/16"	60.7	39.3	15
No. 5 (0.157")	76.4	23.6	16
No. 10 (0.0787")	85.7	14.3	10
Less than No. 200	100.0	0.0	12

19

20 **NOTE:** Beach/ estuary nourishment material spread **within the “native landscape planting zone”** (approximately a 1,200 square foot area, see sheet C9 of Engineer’s Plans) shall be amended and mixed with a 50/50 topsoil/ compost planting mix (50/50 topsoil/ compost shall meet the specifications of Section [9-14.2\(4\)](#)). The 50/50 topsoil/ compost mix shall be amended 20% into nourishment gravels in this planting zone. A total of approximately 14 cubic yards of the imported topsoil/ compost mix will need to be amended into to the beach nourishment gravels within the “native landscape planting zone.”

27

28

29 **Section 9-13 Riprap, Quarry Spalls, Slope Protection, and Rock for**
 30 **Erosion and Scour Protection and Rock Walls**

31

32

33 **9-13.1 Riprap and Quarry Spalls**

34

35 **9-13.1(5) Quarry Spalls**

36

(*****)

37

38 Section 9-13.1(5) is supplemented with the following:

39

1 The "Beach Back Berm's Key Trench Core" shall meet the following specifications and
2 requirements for grading:
3

Sieve Size	Percent Passing
8"	100
3"	40 max.
3/4"	10 max.

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7 **Section 9-14 Erosion Control and Roadside Planting**

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10 **9-14.2 Topsoil**

11 (*****)

12
13 The following new section is added to Section 9-14.2:

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16

15 **9-14.2(4) 50/50 Topsoil/ Compost Planting Mix**

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50/50 topsoil/ compost mix shall be comprised of 50% screened clean sand or sandy loam soil **and** 50% organic compost. This mix is often referred to as "garden mix" by suppliers. Topsoil shall not contain recycled materials, foreign materials, or Noxious and Nuisance weeds of any Class designated by authorized State or County officials. Aggregate shall not comprise more than 10 percent by volume of Topsoil and shall not be greater than two inches in diameter. The proposed composition, proportion, and quality 50/50 topsoil/ compost mix shall be approved by the Engineer prior to application.

26
27

26 **9-14.3 Seed**

27 (*****)

28
29 Section 9-14.3 is supplemented with the following:

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Any areas disturbed by construction activities that are outside of the identified clearing limits shall be seeded and mulched by the Contractor prior to demobilization. The proposed composition, proportion, and quality of seed mix shall be approved by the Engineer prior to application.

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37

Planting in the "planting zones," as shown in the Engineer's plans, is not a part of this Contract and will be done by the Contracting Agency.

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All straw material used shall be Certified Weed-Free Straw using North American Weed Management Association (NAWMA) standards or the Washington Wilderness Hay and Mulch (WWHAM) program run by the Washington State Noxious Weed Control Board. Information can be found at www.nwcb.wa.gov.

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The WWHAM program is now run by the Washington State Department of Agriculture's (WSDA) Plant Services Program. Current program information can be found at <https://agr.wa.gov/services/licenses-permits-and-certificates/plant-permits-and-certification-programs/wwham>

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9-14.5 Mulch and Amendments

(*****)

Section 9-14.5 is supplemented with the following:

All mulch and amendments shall be certified weed free using North American Weed Management Association (NAWMA) standards or the Washington Wilderness Hay and Mulch (WWHAM) program. In lieu of the above mentioned standards, the Contractor shall submit documentation that the material is steam or heat treated to kill seeds, or shall submit U.S., Washington State, or other states' Department of Agriculture laboratory test reports, dated within 90 days prior to the date of application, showing that there are no viable seeds or weeds in the material.

9-14.5(1) Straw

(*****)

Section 9-14.5(1) is supplemented with the following:

The WWHAM program is now run by the Washington State Department of Agriculture's (WSDA) Plant Services Program. Current program information can be found at <https://agr.wa.gov/services/licenses-permits-and-certificates/plant-permits-and-certification-programs/wwham>

9-14.6 Erosion Control Devices

9-14.6(5) Wattles

(*****)

Section 9-14.6(5) is supplemented with the following:

Wattle straw material shall be free of noxious weeds, seeds, and other materials.

All straw material shall be Certified Weed-Free Straw using North American Weed Management Association (NAWMA) standards or the Washington Wilderness Hay and Mulch (WWHAM) program run by the Washington State Noxious Weed Control Board. Information can be found at www.nwcb.wa.gov.

The WWHAM program is now run by the Washington State Department of Agriculture's (WSDA) Plant Services Program. Current program information can be found at <https://agr.wa.gov/services/licenses-permits-and-certificates/plant-permits-and-certification-programs/wwham>

In lieu of Certified Weed-Free Straw, the Contractor shall submit documentation that the material is steam or heat treated to kill seeds, or shall submit U.S., Washington State, or other states' Department of Agriculture laboratory test reports, dated within 90 days prior to the date of application, showing that there are no viable seeds in the straw.

1 **Section 9-37 Vacant**

2
3 Delete Section 9-37 in its entirety and replace it with the following new section:
4

5 **Section 9-37 24" DBH x 20' Log with Rootwad**
6 **(New Section)**

7
8
9 **9-37.1 Description and Purpose**

10
11 This section describes the requirements of the logs with rootwads. Large wood key pieces
12 shall be rootwad logs and shall be constructed and installed as described in [Section 8-28](#) and
13 as shown in the Engineer's plans. Log Anchoring System material requirements to construct
14 the large wood key pieces are shown in Section [9-38](#) and as described in the Engineer's plans.
15

16 The Contractor shall furnish all the required quantity and quality of large wood key pieces and
17 transport these materials to and within the project site. All large wood shall be transported to
18 the project site via barge. The Contractor shall provide all equipment necessary to install all
19 large wood key pieces as shown on the Drawings and described in Sections [8-28](#) and [9-38](#).
20

21 The Contractor shall be in control and manage the large wood through the course of Work on
22 this Project. The collection of materials and the execution of all operations required under the
23 Drawings and/or Specifications shall be subject to the approval of the Contracting Agency. The
24 Contracting Agency shall have the right to reject any materials and any and all Work that, in
25 its opinion, does not meet the requirements of the Contract Documents during any stage of
26 construction. All rejected materials shall be removed from the site by the Contractor at the
27 Contractor's expense.
28

29
30 **9-37.2 References**

31
32 The publications listed below form a part of this Specification to the extent referenced. The
33 publications are referred to within the text by the basic designation only.
34

35 Abbreviations and Acronyms used in this Specification:

36 DBH = diameter measured at breast height

37 dia. = diameter
38
39

40 **9-37.3 Definitions**

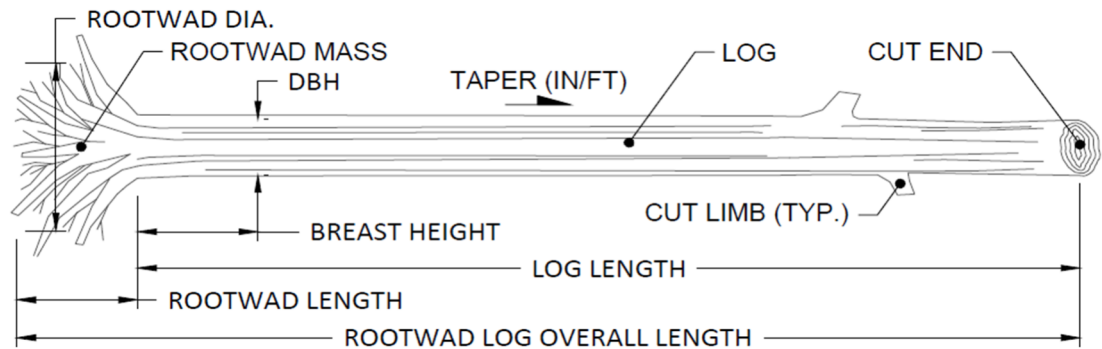
41
42 The publications listed below form a part of this Specification to the extent referenced. The
43 publications are referred to within the text by the basic designation only.
44

45 **Large wood key piece:** Natural logs with rootwads still attached meeting the dimensions
46 and characteristics indicated on the Drawings and described in the Specifications.
47

48 **Bole:** The trunk of a tree.
49

1 **Rootwad mass:** The roots and the flared portion of the tree transitioning between the
2 rootwad mass and the bole.

3
4 **Rootwad log:** Natural logs with an intact rootwad mass connected to a portion of the bole
5 of the tree. Rootwad logs are typically produced by removing an entire tree, including the
6 rootwad mass from the ground, removing the limbs, and cutting the log to a specified
7 length. The principal features and dimensions of a rootwad log are shown below:



22 9-37.4 Quality Assurance

23
24 Materials and products shall meet the specified requirements as described in these
25 Specifications.

- 26
27
- 28 1. The Contractor shall be responsible for the care and management of the large wood inventory.
 - 29 2. Materials that are damaged by the Contractor and no longer meet the requirements indicated on the Drawings and described in the Specifications may be rejected by the Contracting Agency.
- 30
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33

34 9-37.5 Storage and Handling

35
36 Requirements for all large wood key pieces:

- 37
- 38 1. It is the Contractor's responsibility to ensure that the materials are transported to and throughout the site in a manner that does not damage or adversely affect the materials. Damaged materials may be rejected by the Contracting Agency, at no additional cost to the Contracting Agency.
 - 39 2. The Contractor shall be responsible for ensuring that the total quantity and quality of products is transported to the project site via barge for their use in the construction and installation of the large wood key pieces.
 - 40 3. Products shall be stored on the barge until needed or as indicated on the Drawings or otherwise approved by the Contracting Agency. Rootwad logs should not be more than one year old from the time of harvest.
 - 41 4. The Contractor shall be responsible for ensuring that the materials are stored and handled in a manner that does not damage or adversely affect the materials. Damaged materials may be rejected by the Contracting Agency, at no additional cost to the Contracting Agency.
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- 1 5. The Contractor shall replace, at no additional cost to the Contracting Agency, products
2 that are damaged, stolen, and/or do not meet the requirements indicated on the
3 Drawings and as described in the Specifications.
- 4 6. The Contractor shall handle the products with equipment appropriate for the task.
5 Handling shall not damage the products.
- 6 7. The Contractor shall place rootwad logs into position using appropriate equipment and
7 methods and shall not drop logs into position.
- 8 8. Handling rootwad logs shall not damage existing features, utilities, fencing, or
9 landscapes.

10

11

12 **9-37.6 Materials**

13

- 14 1. Rootwad logs shall be untreated Douglas fir or western red cedar that was harvested
15 in Western Washington.
- 16 2. Rootwad logs shall not be more than one year old from the time of harvest to the time
17 of their installation in the project.
- 18 3. All rootwad logs shall be at least and up to 2-inches greater than the diameter specified
19 in the Engineer's plans when measured at DBH.
- 20 4. All rootwad logs shall be at least and up 1-foot longer than the length specified in the
21 Engineer's plans. The length of the rootwad logs shall be measured from the location
22 at which the rootwad mass has tapered into the log to the end of the log. Rootwad logs
23 that exceed the lengths indicated in these Specifications and on the Drawings may be
24 hewed to fit as approved by the Contracting Agency.
- 25 5. Rootwads shall have a minimum diameter of 4-feet. The rootwad diameter shall be
26 measured with the tree on its side and the measurement from the ground to the top of
27 the continuous rootwad excluding rood segments less than 3" that protrude beyond
28 the average circumference of the rootwad.
- 29 6. Roots of rootwad logs shall be evenly distributed around the bole such that there is no
30 more than a 1-foot variation in length of major roots as measured from the center of
31 the bole.
- 32 7. Limbs shall be trimmed to within 1 inch of the face of the log. Limbs do not include the
33 root mass of rootwad logs.
- 34 8. Rootwad logs shall be untreated, sound, not rotten, and shall not be infested with wood
35 boring insects.
- 36 9. Rot shall not be more than 5% of volume for any rootwad log.
- 37 10. Rootwad logs shall be no. 4 sawmill grade or better in accordance with the official rules
38 of the Pacific Rim Log Scaling and Grading Bureau, Inc., Lacey, Washington.
39 Certification of log grades may be required by the Engineer or Contracting Agency if
40 poor quality logs are encountered.
- 41 11. Breaks, split trunks, or pistol butts are not allowed.
- 42 12. Waterlogged logs will not be accepted.
- 43 13. Logs may have a curvature of up to 0.5 feet per 10-feet of length and shall taper no
44 more than 1" diameter per 10-feet of length.
- 45 14. Inorganic material shall not exceed 10% of the log by weight or volume and shall not
46 contain silt or clay which causes turbidity when placed in water.

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1 **Section 9-38 Log Anchoring System**
2 **(New Section)**
3
4

5 **9-38.1 Description and Purpose**
6

7 This section describes the materials to make connections between rootwad logs and their
8 corresponding “dead man” anchor rocks as described in [Section 8-28](#) and as indicated on the
9 Construction Drawings.
10

11
12 **9-38.2 Submittals**
13

14 The Contractor shall submit material cut sheets for the following:
15

- 16 1. **Chain:** material cut sheet from manufacturer and/or supplier showing that chain meets
17 all requirements of these Specifications. Submit no later than 10 working days prior to
18 mobilization.
- 19 2. **Eye Anchors:** material cut sheet from manufacturer and/or supplier showing that eye
20 anchors meets all requirements of these Specifications. Submit no later than
21 10 working days prior to mobilization.
- 22 3. **Epoxy:** material cut sheet from manufacturer and/or supplier showing that epoxy
23 meets all requirements of these Specifications. Submit no later than 10 working days
24 prior to mobilization.
- 25 4. **Figure-eight Link:** material cut sheet from manufacturer and/or supplier showing that
26 figure-eight link meets all requirements of these Specifications. Submit no later than
27 10 working days prior to mobilization.
28
29

30 **9-38.3 Connection Components**
31

32 Materials and connection components for use in large wood key piece connections shall meet
33 the specified requirements as described in the Engineer’s plans and these Specifications.
34

35 Materials that do not meet the requirements indicated on the Drawings and described in the
36 Specifications shall be rejected, unless otherwise approved by the Contracting Agency.
37

38 Following the inspection, the Contractor shall be responsible for the care and management of
39 the approved materials.
40

41 **9-38.3(1) Chain**
42

- 43 1. Grade: Marine BBB, ASTM 316 Stainless Steel
- 44 2. Trade size: 5/16-inch; working load limit (WLL) no less than 1,900 pounds.
- 45 3. It’s the responsibility of the Contractor to ensure that chain lengths are suitable for an
46 approved connection. Pre-cut lengths of chain that do not meet a sufficient length for
47 an approved connection will be rejected by the Engineer and replaced by Contractor
48 at no cost to the Contracting Agency.
- 49 4. Shall be used in connecting rootwad logs to “dead man” anchor rocks.
- 50 5. Connections shall always be finished with the appropriate connection hardware as
51 indicated on the Contract Drawings and as described in the Specifications, or as
52 otherwise approved by the Engineer.

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9-38.3(2) Eye Anchors

1. Grade: ASTM 316 Stainless Steel
2. Trade size: 5/16-inch; working load limit (WLL) and corrosion resistance equal to or greater than that of chain.
3. Eye anchor shank shall be at least 6-inches long to meet minimum embedment into “dead man” anchor rocks.
4. Used in connecting rootwad logs chain to “dead man” anchor rocks.

9-38.3(3) Epoxy

1. Epoxy shall be Hilti HIT-RE 500 V3 or approved equivalent.
2. Apply epoxy per the manufacturer's specifications.
3. Holes drilled into “dead man” anchor rocks shall be at least 6-inches deep and shall be thoroughly cleaned and dry prior to epoxy application.
4. Hole diameter shall be 3/4-inch minimum.
5. Used to permanently fix the eye anchors into the “dead man” anchor rocks.

9-38.3(4) Figure-eight Link

1. Grade: ASTM 316 Stainless Steel
2. Figure-eight links shall have a working load limit (WLL) and corrosion resistance equal to or greater than that of chain.
3. Use of other connection method shall be approved by Engineer.
4. Used to connect separate lengths of chain and to connect chain ends to eye anchors.

1
2

3 **PROJECT SPECIFIC SPECIFICATIONS**

4
5

6 **Mobilization**

7 *(Bid Line Item 1)*

8 *(*****)*

9

10 The Contractor shall begin Mobilization to the Project Site on a mutually agreed upon date. All
11 work is to take place between April 1, 2026, through June 30, 2026. No work at or below the
12 OHWM shall take place until a biologist approved by WDFW does not detect any forage fish
13 spawning in the area during a beach survey. Once approved, work on the project must begin
14 within seventy-two hours of the biologist's survey and work must be completed within two
15 weeks. Work outside of the OHWM is allowed prior to the biologist's survey.

16

17 All equipment shall be washed prior to mobilization to the Project Site to minimize the
18 introduction of foreign materials and fluids to the project site. All equipment shall be free of oil,
19 hydraulic fluid, and diesel fuel leaks. To prevent invasion of noxious weeds or the spread of
20 whirling disease spores, all equipment shall be power washed or cleaned to remove mud and
21 soil prior to mobilization into the project area. It will be the contractor's responsibility to ensure
22 that adequate measures have been taken.

23

24 The Contractor's barge will be inspected before arrival to ensure the vessel and ballast are
25 free of invasive species if the barge has been used in any other waterbody.

26

27 Mobilization for this Project shall include all preconstruction expenses and the costs of
28 preparatory Work and operations performed by the Contractor as well as activities and
29 associated costs for the transportation and setup of the Contractor's equipment, personnel,
30 and supplies to the Project Site for the execution of the work to fulfill the requirements of the
31 scope of work in this contract. The lump sum bid price shall be full payment for all time, labor,
32 material, and equipment required to complete this Work as specified. No additional payment
33 shall be made.

34

35

36 **Erosion Control & Water Pollution Prevention**

37 *(Bid Line Item 2)*

38 *(*****)*

39

40 All materials, equipment, and labor necessary to create, implement, and adhere to the
41 Contractor's TESC, SPCC, and Water Control (TSD) Plans shall be paid for under Bid Line
42 Item "Erosion Control & Water Pollution Prevention." This includes all time, material,
43 equipment, and labor necessary to install, maintain, and remove work area isolation material
44 and/ or equipment required to isolate in-water work areas. Payment will be made for this Bid
45 Line Item as a Lump Sum. No additional payment shall be made.

46

47 The Contractor shall, at minimum, supply and keep on site, spill containment systems
48 adequate to contain all fuel leaks, at least two (2) oil absorbing floating booms, appropriate
49 for the size of the work area, and any other tool, material, or product needed to adhere to the

1 SPCC, TESC, and Water Control Plans and/or in accordance with the Standard
2 Specifications and associated Bid Documents.
3
4 Do not conduct project activities when the work area is inundated by tidal waters.
5 No visible and measurable sediment or pollutant shall exit the site, enter a public right-of-way
6 or be deposited into any water body or storm drainage system.
7
8 Stabilize all exposed soil following ground disturbing activity prior to demobilization or if work
9 is stopping for thirty (30) or more days. Stabilize with native seeding or 3-inch thick layer of
10 medium compost.
11
12 All equipment operating in or near the water shall utilize readily biodegradable vegetable-
13 based hydraulic fluids.
14
15 The Contractor is responsible for ensuring that no petroleum products, hydraulic fluid,
16 sediments, sediment-laden water, chemicals, or any other toxic or deleterious materials are
17 allowed to enter or leach into the subject river, stream, or wetland.
18
19 The Contractor shall limit machinery movement to construction areas defined on the
20 Engineer's Plans or identified as acceptable by the Contracting Agency or Engineer.
21
22 Every reasonable effort shall be made to conduct the activities shown in the Engineer's Plans
23 in a manner that minimizes the adverse impact on water quality, fish and wildlife, and the
24 natural environment.
25
26 The lump sum bid price for "Erosion Control & Water Pollution Prevention" shall be full
27 compensation to create, implement, maintain, and adhere to the SPCC Plan (as described in
28 Section 1-07.15(1) and Section 8-01.3(1)F), TESC Plan (as described in Section 8-01 and
29 Section 1-07.15), and Water Control (TSD) Plan (as described in Section 8-01.3 and Section
30 8-31). The SPCC, TESC, and Water Control Plans shall be created by the Contractor and sent
31 to the Engineer for approval prior to mobilization to the Project site. The Contractor shall, at
32 minimum, supply and keep on site spill containment systems adequate to contain all fuel leaks
33 and any other tool, material, or product needed to adhere to the SPCC, TESC, and Water
34 Control Plans and/or in accordance with the Standard Specifications and associated Bid
35 Documents. Work shall include the furnishing and delivery of all required materials; installing
36 and maintaining all temporary and permanent erosion and sedimentation control measures;
37 and installing and maintaining all water control devices for work area isolation in accordance
38 with all permits, these Specifications, as shown on the Construction Drawings, or as
39 designated by the Engineer. These facilities shall be upgraded as needed for unexpected
40 storm events, slow construction progress, or to accommodate special construction practices.
41 The Contractor shall implement these and any additional practices and facilities to prevent the
42 transport of sediment from the Project. This lump sum bid price shall be full compensation for
43 all labor, material, and equipment required to create, implement, and adhere to the SPCC,
44 TESC, and Water Control Plans. No additional payment shall be made.
45
46

47 **Site Access and Barge Use**

48

49 All materials and equipment shall be brought to the project site via the Contractor's barge. All
50 materials to be removed from the project and all equipment brought to the project site shall be
51 removed via the Contractor's barge. Project personnel, their vehicles, and equipment and
52 tools that can be carried by hand to the beach do not have to be transported to the project site

1 via barge. The project site has limited parking on the property so personnel vehicles should
2 be kept to a minimum.

3
4 The Contractor's barge shall be large enough to remain stable under foreseeable loads and
5 adverse conditions. Barges will be secured, stabilized, and maintained as necessary to ensure
6 no loss of balance, stability, anchorage, or other conditions that can result in the release of
7 contaminants or construction debris.

8
9 Grounding of the barge shall be avoided and done so only when necessary. The barge may
10 be grounded out to facilitate loading and unloading of material and equipment as long as it is
11 not over any aquatic vegetation and would not be in one place for more than a week.

12
13 There are actively farmed oyster/ shellfish beds in the immediate vicinity of the project site
14 (see Appendix E for oyster beds on the project site property). The barge shall not be grounded
15 on any oyster/ shellfish beds. Any damage caused by the Contractor to oyster/ shellfish beds
16 on the project site property or nearby oyster/ shellfish beds shall be the responsibility of the
17 Contractor to rectify. Mason Conservation District is not responsible for any damage caused
18 by the Contractor's barge to oyster/ shellfish beds.

19
20 See pertinent parts of Section 1-07.18 for insurance requirements related to barge use.

21
22 The Contractor shall submit a construction Access, Staging, and Stockpile plan to the Engineer
23 for approval prior to mobilization. The Access, Staging, and Stockpile Plan shall include explicit
24 consideration of how tide levels will dictate site access and where and what materials will be
25 staged or stockpiled on the beach as opposed to on the barge prior to their incorporation into
26 the Work on this project.

27
28 All equipment, materials, and personnel shall remain within the work area boundary.

29
30 Project work shall be performed within the limits of disturbance as shown in the design plans
31 or as flagged and approved by the Engineer or Contracting Agency. This Work includes
32 protecting from harm all trees, bushes, shrubs, or other objects indicated in the Engineer's
33 Plans to be protected.

34
35 All disturbed areas outside of the limits of disturbance shall be restored to original condition or
36 better at no additional cost to the property owner or Mason Conservation District at the end of
37 construction.

38
39 All natural beach complexity features (e.g. woody debris) that were necessary to remove shall
40 be salvaged and reinstalled in their original locations on the beach immediately following
41 completion of the Work.

42
43 The Contractor shall be solely responsible for having utilities located prior to construction
44 activities.

45 46 47 **On-Site Archeological Monitor**

48
49 An archaeological monitor will supervise all ground-disturbing activities within the designated
50 monitoring areas. The archaeological monitor will always be present during ground disturbing
51 activities. The monitor will take daily notes describing all ground disturbance conducted, as
52 well as taking photographs and map locations of these activities. A visual examination of all

1 excavated sediments and the sidewalls of excavated areas will be conducted to identify the
2 presence of cultural resources. This may require the monitor to stand near heavy machinery,
3 interact with the equipment operator, and enter the excavated area. The monitor will not enter
4 an excavation that is more than four feet deep, for safety, unless it is legally benched or shored.
5 Spoil piles will also be carefully inspected for artifacts that were potentially missed during the
6 digging activities. Spoils will also be judgmentally screened through ¼ inch mesh standing
7 screens. Notes and photographs will be used to create a final report at the end of the project.
8

9 Steps to be taken during monitoring include the following:

- 10
- 11 • Prior to ground-disturbing work the monitor will take overview photos.
- 12 • The monitor will take daily notes describing all ground disturbance conducted,
13 including type of equipment, areas and depths of excavations and profile descriptions
14 for each excavation unit.
- 15 • Representative photos will be taken of each excavation including an overview,
16 stratigraphic profile, and detailed photos of any cultural resources identified.
- 17 • Each excavation will be mapped by hand on a pre-printed Rite-in-the-Rain map, and
18 by GPS.
- 19 • The excavation profiles and spoils piles will be examined for the presence of cultural
20 resources.
- 21

22 The evidence of cultural resources that the monitor will be searching for includes but is not
23 limited to: precontact lithics, human remains, shell midden, faunal remains, bone tools, historic
24 bottles, ceramics, features, and logging or farming equipment.
25

26 If protected cultural resources are encountered during ground disturbing construction, the
27 archaeological monitor will request the on-site contractor supervisor to stop ground disturbing
28 work that exposed the resource immediately. The archaeologist will examine the materials for
29 **up to 30 minutes** to determine if they have identified an archaeological site. The archaeologist
30 will document the sediments and surrounding context.
31

32 Mason Conservation District is currently in the process of obtaining an Archaeological Site
33 Alteration and Excavation Permit from DAHP for the project. We anticipate having the permit
34 in-hand before the end of March, 2026.
35
36

37 **Cleanup & Demobilization**

38

39 The Contractor shall perform final cleanup to the Engineer's satisfaction. The Engineer will not
40 establish the Physical Completion Date until this is done. The Right of Way, material sites, and
41 all ground the Contractor occupied to do the Work shall be left neat and presentable. The
42 Contractor shall:

- 43 1. Remove all rubbish, surplus materials, discarded materials, falsework, temporary
44 structures, equipment, and debris; and
- 45 2. Deposit in embankments, or remove from the project, all unneeded, oversized rock left
46 from grading, surfacing, or paving.
47

48 Any and all costs for cleanup and demobilization shall be incidental to and included in the unit
49 or lump sum prices of the Contract and no additional payment will be made.
50

51 Any areas disturbed by construction activities that are outside of the identified disturbance
52 limits shall be seeded and mulched by the Contractor prior to demobilization. The proposed

1 composition, proportion, and quality of seed mix shall be approved by the Engineer prior to
2 application. All time, labor, equipment, and costs associated with restoring areas impacted by
3 construction activities that are outside of the limits of disturbance shall be the responsibility of
4 the Contractor. These impacted areas shall be restored to pre-project condition or better. The
5 Contracting Agency will not cover the costs incurred for any restorative work needed outside
6 of the identified clearing limits.

9 **General Requirements**

10
11 The Landowner wishes to complete the project by the end of April 2026, though permits allow
12 work from April 1 to the end of June 2026. MCD will work with the selected Contractor on
13 scheduling after award.

14
15 See Sections [1-05.3](#) and [1-06.1](#) of these Provisions to see the lists of required Contractor
16 submittals for this project.

17
18 The project site's topography, particularly around the outlet of the stream, has changed
19 significantly over the past several years. The most recent topographic survey was conducted
20 in 2023, and erosive wave and stream forces have altered the beach and stream outlet since
21 that survey was conducted. The Engineer's plans show the "existing grade" at the time of that
22 topographic survey from which quantity estimates are based upon. Prospective bidders are
23 responsible to field verify any earthwork quantity estimates in preparation of their bids.

24
25 It is the responsibility of the Contractor to verify the accuracy of all survey information provided
26 by the Contracting Agency prior to commencing excavations operations. Commencement of
27 these operations constitutes acceptance of the survey information as appropriate to meet the
28 intent of the Contract.

29
30 **The Contractor shall submit a Type A Progress Schedule** no later than at the
31 preconstruction conference, or some other mutually agreed upon submittal time. The schedule
32 may be a critical path method (CPM) schedule, bar chart, or other standard schedule format.
33 Regardless of which format is used, the schedule shall identify the critical path. The Engineer
34 will evaluate the Type A Progress Schedule and approve or return the schedule for corrections
35 within 15 calendar days of receiving the submittal. The Type A Progress Schedule shall include
36 explicit consideration of work at or below the OHWM, how tide levels will dictate work activities,
37 timing and sequencing of work area isolation, and sequencing of excavation and stockpiling
38 activities. All costs for the creation and submittal of a Type A Progress Schedule shall be
39 incidental to and included in the unit or lump sum prices of the Contract and no additional
40 payment shall be made.

41
42 An archaeological monitor will supervise all ground-disturbing activities within the designated
43 monitoring areas during this project. The archaeological monitor will always be present during
44 ground disturbing activities. A visual examination of all excavated sediments and the sidewalls
45 of excavated areas will be conducted to identify the presence of cultural resources. This may
46 require the monitor to stand near heavy machinery, interact with the equipment operator, and
47 enter the excavated area. Spoil piles will also be carefully inspected for artifacts that were
48 potentially missed during the digging activities. Spoils will also be judgmentally screened
49 through ¼ inch mesh standing screens. See Section 1-07.16(4) of these Provisions for further
50 details.

1 All work is to take place between April 1, 2026, through June 30, 2026. No work at or below
2 the OHWM shall take place until a biologist approved by WDFW does not detect any forage
3 fish spawning in the area during a beach survey. Once approved, work on the project must
4 begin within seventy-two hours of the biologist's survey and work must be completed within
5 two weeks. Work outside of the OHWM is allowed prior to the biologist's survey.
6

7 All equipment shall be pressure-washed to remove petroleum residue, dirt, and noxious weed
8 seeds prior to entering the project site. The Contractor shall, at minimum, supply and keep on
9 site, spill containment systems adequate to contain all fuel leaks, at least two (2) oil absorbing
10 floating booms, appropriate for the size of the work area, and any other tool, material, or
11 product needed to adhere to the SPCC, TESC, and Water Control Plans.
12

13 Equipment will be working at or below the OHWM and near sensitive wetland areas. Soil or
14 other debris shall be removed from drive mechanisms (wheels, tires, tracks, etc.) and
15 undercarriage of equipment prior to operating waterward of the ordinary high-water line.
16 Equipment shall be checked daily for leaks and complete any required repairs in an upland
17 location or on the barge before using the equipment in or near the water.
18

19 Since work will be done near surface water, equipment requiring hydraulic fluid shall use bio-
20 degradable hydraulic fluid. The hydraulic fluid must be readily biodegradable and non-toxic
21 ISO 40(J-20-C) grade tractor oil for use in heavy-duty brake, transmission, and hydraulic
22 systems. The hydraulic fluid shall be based on natural ester technology and a direct
23 replacement for petroleum oil-based tractor fluids. Oil shall meet or exceed the requirements
24 of petroleum oil based hydraulic fluids. All costs for providing the excavators or other
25 equipment with the specified hydraulic fluid to the project site shall be incidental to and
26 included in the per unit price for "Erosion Control & Water Pollution Prevention." All costs for
27 maintaining the excavators or other equipment with the specified hydraulic fluid shall be
28 incidental to and included in the per unit price for "Erosion Control & Water Pollution
29 Prevention."
30

31 Heavy equipment chosen to be used by the Contractor shall have the capabilities to complete
32 all Work specified in a safe and timely manner.
33

34 All operations of the Contractor shall be conducted to minimize damage to the soil, existing
35 vegetation, and structures not designated for removal.
36

37 Contractor shall be responsible for operating equipment safely and within the capabilities of
38 the equipment. The Engineer and Mason Conservation District (MCD) assumes no
39 responsibility for equipment. The Engineer and MCD assumes no responsibility for damage to
40 equipment due to work which is within the scope of this contract. If the Contractor believes
41 that work is unsafe, he shall immediately notify the on-site representative. If the Contractor
42 believes that any work is outside the scope of the contract, Contractor shall notify MCD or on-
43 site representative prior to performing the work.
44

45 The Contractor agrees to assume sole and complete responsibility for job site conditions
46 during the course of construction of this project, including safety of all person and property,
47 and further agrees that this requirement shall apply continuously and not be limited to normal
48 working hours in accordance with the provisions outlined by the project Contract and Bid
49 Documents.
50

51 The Contractor shall be responsible for implementing all temporary erosion control measures.
52 The erosion control measures shall be in accordance with all federal, state, and local

1 requirements. The Contractor shall be responsible for the maintenance and performance of
2 the temporary erosion control measures throughout the duration of the project.
3
4 At no time shall sediment-laden water be discharged or pumped directly into waters of the
5 State. Any water that is discharged shall be in accordance with the requirements set forth in
6 the project permits and/ or Specifications and approved by the Engineer.
7
8 If any traffic control is necessary, the Contractor shall be solely responsible for obtaining any
9 required traffic control or access permits.
10
11 Every reasonable effort shall be made to conduct the activities shown in the Engineer's Plans
12 in a manner that minimizes the adverse impact on water quality, fish and wildlife, and the
13 natural environment.
14
15 The Contractor shall supervise and direct the Work using the best skills and attention. The
16 Contractor shall be solely responsible for all construction means, methods, techniques,
17 sequences, and procedures and for coordinating all portions of the work under this Contract.
18
19 Material shall not be stored outside of identified staging areas. The Contractor shall use only
20 designated specific sites for storage of equipment and materials as shown in Contractor
21 submitted construction Access, Staging, and Stockpile Plan that is approved by the Engineer.
22 The Contractor shall be responsible for the security of all equipment and materials.
23
24 The Contractor is responsible for having utilities located prior to project commencement.
25
26

27 **This is a public works contract requiring payment of prevailing wages in accordance**
28 **with Washington State laws.**
29

30 The Contractor, each of its subcontractor(s), and other person(s) doing any work under the
31 Contract shall pay all laborers, workers, or mechanics not less than the prevailing rate of wage
32 for an hour's work in the same trade or occupation in Mason County, Washington where such
33 labor is performed as required by law.
34

35 The Washington State Department of Labor & Industries Prevailing Wage Rates for Public
36 Works Contracts can be found here (prevailing wage rates for Mason County with an effective
37 rate date of the bid opening date as specified in the "Notice to Bidders").
38 <https://secure.lni.wa.gov/wagelookup/rates/journey-level-rates>
39

40 During the performance of this contract, the contractor agrees to comply with all federal and
41 state nondiscrimination laws, regulations, and policies.
42
43

44 **APPENDICIES**

45 (*****)

46
47 The following appendices are attached and made a part of this contract:
48

49 **APPENDIX A: Engineer's Plans**

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51 **APPENDIX B: Project WDFW HPA**

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APPENDIX C: U.S. Army Corps – Nationwide Permit 27

- **APPENDIX C1: Nationwide Permit 27**
- **APPENDIX C2: NWP 27 Terms and Conditions**

APPENDIX D: Archaeological Monitoring and Inadvertent Discovery Plan

APPENDIX E: Oyster Beds Map