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1 **DESCRIPTION OF WORK AND PROJECT OVERVIEW**

2
3 **Gosnell Creek LWD and Fish Passage Project – Phase 2**

4
5
6 **MASON CONSERVATION DISTRICT (MCD)** is requesting bids from qualified parties to assist
7 with ongoing restoration efforts in a high priority reach along the mainstem of Gosnell Creek
8 in Mason County, Washington through the implementation of instream habitat restoration and
9 floodplain connectivity practices. The project includes construction of 9, pile supported and
10 bank ballasted LWD (Large Woody Debris) Habitat/Complexity structures, 1 bank ballasted
11 Back Channel ELJ (Engineered Log Jam) and excavation of an approximately 160 LF back
12 channel. Spoils from back channel excavation will be hauled to, spread and compacted at an
13 on-site upland spoils area. Imported streambed sediments will be placed within the back
14 channel per the Engineer’s Plans and Specifications. This Work will also require stabilizing all
15 areas disturbed by construction activities with hydroseed as well as resurfacing approximately
16 2300 LF of W. Winter Creek Road. The project is located on private property at 251 Loertscher
17 Road, Shelton, Washington.

18
19 Existing footbridge on property cannot be used for vehicle or equipment passage. Contractor
20 should note that access to ELJ locations on the north side of the streambank can be accessed
21 only via W. Loertscher Road, private driveway and temporary access roads; access to ELJ
22 locations on the south side of the streambank can be accessed only via W. Winter Creek
23 Road, private driveway and temporary access roads.

24
25 As detailed in the Engineering Plans, the planned work will require isolation, de-watering and
26 fish exclusion around the 9, pile supported and bank ballasted–Habitat/Complexity ELJs
27 structures as well as at the outlet of the proposed back channel. MCD staff or their authorized
28 fish removal specialists will coordinate with the selected Contractor to complete necessary fish
29 removal as part of dewatering efforts.

30
31 It should be noted that the construction of this portion of the project is considered Phase 2 of
32 a two-phase project. Phase 1, which has already been completed, included the removal of a
33 fish passage barrier (culvert, road prism and associated debris) on an unnamed tributary to
34 Gosnell Creek.

35
36 The construction of the ELJ structures and a portion of the back channel excavation will occur
37 at or below the ordinary high-water mark (OHWM) and must be completed within the permitted
38 in-water work window defined by the Washington Department of Fish and Wildlife’s (WDFW)
39 project Hydraulic Project Approval (HPA) permit. All work must be completed in compliance
40 with the HPA and, all work at or below the OHWM must occur between July 16, 2026, and
41 October 15, 2026. All Work must be substantially complete by September 30, 2026. This is a
42 public works contract requiring payment of prevailing wages in accordance with Washington
43 State and Federal laws.

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

1 **DIVISION 1**

2 **General Requirements**

3

4

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

6

7

8 **1-01.3 Definitions**

9 *(January 19, 2022 APWA GSP)*

10

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

13

14 **Dates**

15 ***Bid Opening Date***

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

17 ***Award Date***

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

20 ***Contract Execution Date***

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

22 ***Notice to Proceed Date***

23 The date stated in the Notice to Proceed on which the Contract time begins.

24 ***Substantial Completion Date***

25 The day the Contracting Agency or Authorized Representative determines the
26 Contracting Agency has full and unrestricted use and benefit of the facilities, both from
27 the operational and safety standpoint, any remaining traffic disruptions will be rare and
28 brief, and only minor incidental work, replacement of temporary substitute facilities,
29 plant establishment periods, or correction or repair remains for the Physical
30 Completion of the total Contract.

31 ***Physical Completion Date***

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

35 ***Completion Date***

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

40 ***Final Acceptance Date***

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

42

43 Supplement this Section with the following:

44

45 All references in the Standard Specifications or WSDOT General Special Provisions, to
46 the terms "Department of Transportation", "Washington State Transportation

1 Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”,
2 and “State Treasurer” shall be revised to read “Contracting Agency”.
3
4 All references to the terms “State” or “state” shall be revised to read “Contracting Agency”
5 unless the reference is to an administrative agency of the State of Washington, a State
6 statute or regulation, or the context reasonably indicates otherwise.
7
8 All references to “State Materials Laboratory” shall be revised to read “Contracting Agency
9 designated location”.
10
11 All references to “final contract voucher certification” shall be interpreted to mean the
12 Contracting Agency form(s) by which final payment is authorized, and final completion and
13 acceptance granted.
14
15 **Additive**
16 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,
17 which may, at the discretion of the Contracting Agency, be awarded in addition to the base
18 bid.
19
20 **Alternate**
21 One of two or more units of work or groups of bid items, identified separately in the Bid
22 Proposal, from which the Contracting Agency may make a choice between different
23 methods or material of construction for performing the same work.
24
25 **Business Day**
26 A business day is any day from Monday through Friday except holidays as listed in Section
27 1-08.5.
28
29 **Contract Bond**
30 The definition in the Standard Specifications for “Contract Bond” applies to whatever bond
31 form(s) are required by the Contract Documents, which may be a combination of a
32 Payment Bond and a Performance Bond.
33
34 **Contract Documents**
35 See definition for “Contract”.
36
37 **Contract Time**
38 The period of time established by the terms and conditions of the Contract within which
39 the Work must be physically completed.
40
41 **Notice of Award**
42 The written notice from the Contracting Agency to the successful Bidder signifying the
43 Contracting Agency’s acceptance of the Bid Proposal.
44
45 **Notice to Proceed**
46 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
47 and directing the Contractor to proceed with the Work and establishing the date on which
48 the Contract time begins.
49
50 **Traffic**
51 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
52 equestrian traffic.

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

2
3
4 **1-02.1 Prequalification of Bidders**

5
6 Delete this section and replace it with the following:

7
8 **1-02.1 Qualifications of Bidder**

9 *(January 24, 2011 APWA GSP)*

10
11 Before award of a public works contract, a bidder must meet at least the minimum
12 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to
13 be awarded a public works project.

14
15 Add the following new section:

16
17 **1-02.1(1) Supplemental Qualifications Criteria**

18 *(July 31, 2017 APWA GSP; requires pre-approval on FHWA funded projects, through*
19 *WSDOT/Local Programs AND *****)*

20
21 In addition, the Contracting Agency has established Contracting Agency-specific and/or
22 project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for
23 determining Bidder responsibility, including the basis for evaluation and the deadline for
24 appealing a determination that a Bidder is not qualified. These criteria are contained in
25 Section 1-02.14 Option C of these Special Provisions.

26
27 All Bidders shall complete and submit the Supplemental Bidder Responsibility Criteria
28 document with their bids. The bidder shall submit past job references that demonstrate
29 the ability to work within permit guidelines for “in water work”. This work shall highlight
30 experience with stream diversions, pumping, and/or cofferdams as well as completing
31 projects of similar size and scope, including the installation of pile supported engineered
32 log jams below the OHWM. The referenced projects should also demonstrate the bidder’s
33 experience and qualifications in conducting such work in a timely manner. The Bidder is
34 required to have successfully performed at least three (3) projects of similar scope within
35 the last five (5) years, including at least one project totaling at least \$500,000.

36
37 For the purposes of determining whether Bidders are pre-qualified, “similar” projects will
38 be defined by the following criteria checklist:

- 39
- 40 • In water work, following Washington Dept. of Fish and Wildlife and US Army Corps
of Engineers permits and regulations
 - 41 • In water work following HPA provisions.
 - 42 • Pile supported engineered log jam construction
 - 43 • Project element isolation and dewatering
- 44

45 The Contractor shall fill out and submit the “Supplemental Bidder Responsibility Criteria”
46 with this bid for work in stream restoration and pile supported engineered log jam
47 construction.

48
49 The forms shall be completed in their entirety and submitted with the bid. Failure to submit
50 the completed forms and meet the requirements as stated in Section 1-02.1 of the Special
51 Provisions shall be grounds for rejection of bid.

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1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

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

1-02.4(1) General

*(*****)*

The first sentence of the ninth paragraph, beginning with "Prospective Bidder desiring...", is revised to read:

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

1-02.5 Proposal Forms

*(*****)*

Delete this section and replace it with the following:

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

1 The Contracting Agency reserves the right to arrange the proposal forms with alternates
2 and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid
3 on all alternates and additives set forth in the Proposal Form unless otherwise specified.
4
5

6 **1-02.6 Preparation of Proposal**

7 *(April 22 and June 11, 2025 APWA GSP, Option B and C)*
8

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

10 All prices shall be in legible figures (not words) written in ink or typed, and expressed in
11 U.S. dollars.
12

13 Supplement the second paragraph with the following:

14 4. If a minimum bid amount has been established for any item, the unit or lump sum
15 price must equal or exceed the minimum amount stated.
16

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

18
19 The Bidder shall submit with the Bid the completed Subcontractor List included in the
20 Contracting Agency Proposal Package. If a Subcontractor List Form is not included in the
21 package, use DOT Form 271-015LP. The Form shall contain the following:
22

- 23 1. In the space provided on the Subcontractor Listing, list all subcontractors to be
24 used to perform the work on this project and the type of work they will be doing.
- 25 2. Subcontractors who will perform the work of structural steel installation, rebar
26 installation, heating, ventilation, air conditioning, and plumbing as described in
27 RCW 18.106 and electrical as described in RCW 19.28,
- 28 3. Subcontractors who will perform the work of structural steel installation, rebar
29 installation, heating, ventilation, air conditioning, and plumbing as described in
30 RCW 18.106 and electrical as described in RCW 19.28,
- 31 4. No more than one subcontractor for each category of work identified, except, when
32 subcontractors vary with Bid alternates, in which case the Bidder shall identify
33 which subcontractor will be used for which alternate.
- 34 5. If no subcontractors are to be used on this project, write "N/A" or "None" under
35 "Subcontractor Firm Name".
36

37 Delete the last two paragraphs, and replace them with the following:
38

39 The Bidder shall submit with their Bid a completed Certification of Compliance with Wage
40 Payment Statutes form, provided by the Contracting Agency. Failure to return this
41 certification as part of the Bid Proposal package will make this Bid Nonresponsive and
42 ineligible for Award. A Certification of Compliance with Wage Payment Statutes form is
43 included in the Proposal Forms.
44

45 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.
46

47 A bid by a corporation shall be executed in the corporate name, by the president or a vice
48 president (or other corporate officer accompanied by evidence of authority to sign).
49

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

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

1-02.7 Bid Deposit
(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

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 delineated 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
Gosnell Creek LWD and Fish Passage Project – Phase 2, MCD #2026-03
450 W. Business Park Road
Shelton, WA 98584**

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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:

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.

1
2 Bidders may request a “virtual viewing” of the public bid opening by sending an email to
3 asorter@masoncd.org requesting an invitation to the virtual viewing a minimum of 24 hours
4 prior to the public bid opening date and time as delineated in the Notice to Bidders.

5
6 After the Bid Opening, Bidders may obtain bid results from Mason Conservation District by
7 calling the number or email listed on the cover of the bid package.
8
9

10 **1-02.13 Irregular Proposals**
11 *(November 21, 2025 APWA GSP)*

12
13 Delete this section and replace it with the following:
14

- 15 1. A Proposal will be considered irregular and may be rejected if:
 - 16 a. The Bidder is not prequalified when so required;
 - 17 b. The Bidder adds provisions reserving the right to reject or accept the Award, or
18 enter into the Contract;
 - 19 c. A price per unit cannot be determined from the Bid Proposal;
 - 20 d. The Proposal form is not properly executed;
 - 21 e. The Bidder fails to submit or properly complete the Subcontractor Listing form
22 provided by the Contracting Agency as required in Section 1-02.6;
 - 23 f. The Bidder fails to submit the Bidder Questionnaire, if applicable, as required
24 by Section 1-02.6, or if the documentation that is submitted fails to meet the
25 requirements of the Special Provisions; or
 - 26 g. The Bid Proposal does not constitute a definite and unqualified offer to meet
27 the material terms of the Bid invitation.
- 28
29 2. A Proposal may be considered irregular and may be rejected if:
 - 30 a. The Proposal does not include a unit price for every Bid item;
 - 31 b. Any of the unit prices are excessively unbalanced (either above or below the
32 amount of a reasonable Bid) to the potential detriment of the Contracting
33 Agency;
 - 34 c. The authorized Proposal Form furnished by the Contracting Agency is not used
35 or is altered;
 - 36 d. The completed Proposal form contains unauthorized additions, deletions,
37 alternate Bids, or conditions;
 - 38 e. Receipt of Addenda is not acknowledged;
 - 39 f. A member of a joint venture or partnership and the joint venture or partnership
40 submit Proposals for the same project (in such an instance, both Bids may be
41 rejected); or
 - 42 g. If Proposal form entries are not made in ink or typed.

43
44
45 **1-02.14 Disqualification of Bidders**
46 *(May 17, 2018 APWA GSP, Option C)*

47
48 Delete this section and replace it with the following:
49

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

1
2 The Contracting Agency will verify that the Bidder meets the Mandatory Bidder
3 Responsibility Criteria in RCW 39.04.350(1), and Supplemental Criteria 1 and 2.
4 Evidence that the Bidder meets Supplemental Criteria 3 through 8 shall be provided by
5 the Bidder as stated later in this Section.
6

7 **1. Delinquent State Taxes**
8

9 A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State
10 Department of Revenue without a payment plan approved by the Department
11 of Revenue.
12

13 B. Documentation: The Bidder, if and when required as detailed below, shall sign
14 a statement (on a form to be provided by the Contracting Agency) that the
15 Bidder does not owe delinquent taxes to the Washington State Department of
16 Revenue, or if delinquent taxes are owed to the Washington State Department
17 of Revenue, the Bidder must submit a written payment plan approved by the
18 Department of Revenue, to the Contracting Agency by the deadline listed
19 below.
20

21 **2. Federal Debarment**
22

23 A. Criterion: The Bidder shall not currently be debarred or suspended by the
24 Federal government.
25

26 B. Documentation: The Bidder shall not be listed as having an “active exclusion”
27 on the U.S. government’s “System for Award Management” database
28 (www.sam.gov).
29

30 **3. Subcontractor Responsibility**
31

32 A. Criterion: The Bidder’s standard subcontract form shall include the
33 subcontractor responsibility language required by RCW 39.06.020, and the
34 Bidder shall have an established procedure which it utilizes to validate the
35 responsibility of each of its subcontractors. The Bidder’s subcontract form shall
36 also include a requirement that each of its subcontractors shall have and
37 document a similar procedure to determine whether the sub-tier subcontractors
38 with whom it contracts are also “responsible” subcontractors as defined by
39 RCW 39.06.020.
40

41 B. Documentation: The Bidder, if and when required as detailed below, shall
42 submit a copy of its standard subcontract form for review by the Contracting
43 Agency, and a written description of its procedure for validating the
44 responsibility of subcontractors with which it contracts.
45

46 **4. Claims Against Retainage and Bonds**
47

48 A. Criterion: The Bidder shall not have a record of excessive claims filed against
49 the retainage or payment bonds for public works projects in the three years
50 prior to the bid submittal date, that demonstrate a lack of effective management
51 by the Bidder of making timely and appropriate payments to its subcontractors,

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

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

A. Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, 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 sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances.

7. **Lawsuits**

A. Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, 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 sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with

1 judgments entered against the Bidder in the five years prior to the bid submittal
2 date, along with a written explanation of the circumstances surrounding each
3 such lawsuit. The Contracting Agency shall evaluate these explanations to
4 determine whether the lawsuits demonstrate a pattern of failing to meet of
5 terms of construction related contracts.
6

7 **8. Supplemental Bidder Responsibility Criteria**
8

9 A. Criterion: The bidder shall submit past job references that demonstrate the
10 ability to work within permit guidelines for “in water work”. This work shall highlight
11 experience with stream diversions, pumping, and/or cofferdams as well as
12 completing projects of similar size and scope, including the installation of pile
13 supported engineered log jams below the OHWM. The referenced projects should
14 also demonstrate the bidder’s experience and qualifications in conducting such work
15 in a timely manner.

16 Projects referenced in this document shall demonstrate the Bidder’s experience and
17 expertise in completing stream restoration work. The Bidder is required to have
18 successfully performed at least three (3) projects of similar scope within the last five
19 (5) years, including at least one project totaling at least \$500,000.
20

21 For the purposes of determining whether Bidders are pre-qualified, “similar” projects
22 will be defined by the following criteria checklist:

- 23 1. In water work, following Washington Dept. of Fish and Wildlife and
24 US Army Corps of Engineers permits and regulations
- 25 2. In water work following HPA provisions.
- 26 3. Pile supported engineered log jam construction
- 27 4. Project element isolation and dewatering
28

29
30 B. Documentation: The Bidder shall complete the “Supplemental Bidder
31 Responsibility Criteria” form, in its entirety, and submit it to Mason Conservation
32 District with their bid. See section 1-02.1(1) Supplemental Qualifications
33 Criteria for more information.
34

35 The Bidder shall complete the “Supplemental Bidder Responsibility Criteria” form, in its
36 entirety, and submit it to Mason Conservation District with their bid together with
37 supporting documentation (sufficient in the sole judgment of the Contracting Agency)
38 demonstrating compliance with the Supplemental Responsibility Criteria. The
39 Contracting Agency reserves the right to request further documentation as needed from
40 the low bidder and documentation from other Bidders as well to assess Bidder
41 responsibility and compliance with all bidder responsibility criteria. The Contracting
42 Agency also reserves the right to obtain information from third-parties and independent
43 sources of information concerning a Bidder’s compliance with the mandatory and
44 supplemental criteria, and to use that information in their evaluation. The Contracting
45 Agency may consider mitigating factors in determining whether the Bidder complies with
46 the requirements of the Supplemental Criteria.
47

48 The basis for evaluation of Bidder compliance with these mandatory and Supplemental
49 Criteria shall include any documents or facts obtained by Contracting Agency (whether
50 from the Bidder or third parties) including but not limited to: (i) financial, historical, or
51 operational data from the Bidder; (ii) information obtained directly by the Contracting
52 Agency from others for whom the Bidder has worked, or other public agencies or private

1 enterprises; and (iii) any additional information obtained by the Contracting Agency
2 which is believed to be relevant to the matter.

3
4 If the Contracting Agency determines the Bidder does not meet the bidder responsibility
5 criteria above and is therefore not a responsible Bidder, the Contracting Agency shall
6 notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees
7 with this determination, it may appeal the determination within two (2) business days of
8 the Contracting Agency's determination by presenting its appeal and any additional
9 information to the Contracting Agency. The Contracting Agency will consider the appeal
10 and any additional information before issuing its final determination. If the final
11 determination affirms that the Bidder is not responsible, the Contracting Agency will not
12 execute a contract with any other Bidder until at least two business days after the Bidder
13 determined to be not responsible has received the Contracting Agency's final
14 determination.

15
16 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders
17 with concerns about the relevancy or restrictiveness of the Supplemental Bidder
18 Responsibility Criteria may make or submit requests to the Contracting Agency to modify
19 the criteria. Such requests shall be in writing, describe the nature of the concerns, and
20 propose specific modifications to the criteria. Bidders shall submit such requests to the
21 Contracting Agency no later than five (5) business days prior to the bid submittal deadline
22 and address the request to the Project Engineer or such other person designated by the
23 Contracting Agency in the Bid Documents.

24 25 26 **1-02.15 Pre Award Information**

27 (*****)

28
29 Revise this section to read:

- 30
31 Before awarding any contract, the Contracting Agency may require one or more of these
32 items or actions of the apparent lowest responsible bidder:
- 33 1. A complete statement of the origin, composition, and manufacture of any or all
34 materials to be used;
 - 35 2. Samples of these materials for quality and fitness tests;
 - 36 3. A progress schedule (in a form the Contracting Agency requires) showing the order of
37 and time required for the various phases of the work;
 - 38 4. A breakdown of costs assigned to any bid item;
 - 39 5. Attendance at a conference with the Engineer or representatives of the Engineer;
 - 40 6. Obtain, and furnish a copy of, a business license to do business in the city or county
41 where the work is located;
 - 42 7. A copy of State of Washington Contractor's Registration; or
 - 43 8. Any other information or action taken that is deemed necessary to ensure that the
44 bidder is the lowest responsible bidder.

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1 **Section 1-03, Award and Execution of Contract**

2
3 **1-03.1 Consideration of Bids**

4 *(December 30, 2022 APWA GSP)*

5
6 Revise the first paragraph to read:

7
8 After opening and reading proposals, the Contracting Agency will check them for
9 correctness of extensions of the prices per unit and the total price. If a discrepancy exists
10 between the price per unit and the extended amount of any bid item, the price per unit will
11 control. If a minimum bid amount has been established for any item and the bidder's unit
12 or lump sum price is less than the minimum specified amount, the Contracting Agency will
13 unilaterally revise the unit or lump sum price, to the minimum specified amount and
14 recalculate the extension. The total of extensions, corrected where necessary, including
15 sales taxes where applicable and such additives and/or alternates as selected by the
16 Contracting Agency, will be used by the Contracting Agency for award purposes and to fix
17 the Awarded Contract Price amount and the amount of the contract bond.
18

19
20 **1-03.3 Execution of Contract**

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

22
23 Revise this section to read:

24
25 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
26 available for signature by the successful bidder within 5 business days of the Award date.
27 The number of copies to be executed by the Contractor will be determined by the
28 Contracting Agency.
29

30 Within 10 business days after the Award date, the successful bidder shall return the signed
31 Contracting Agency-prepared contract, an insurance certification as required by Section
32 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of
33 Coverage form for the General Permit with sections I, III, and VIII completed when
34 provided. Before execution of the contract by the Contracting Agency, the successful
35 bidder shall provide any pre-award information the Contracting Agency may require under
36 Section 1-02.15.
37

38 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
39 Agency nor shall any work begin within the project limits or within Contracting Agency-
40 furnished sites. The Contractor shall bear all risks for any work begun outside such areas
41 and for any materials ordered before the contract is executed by the Contracting Agency.
42

43 If the bidder experiences circumstances beyond their control that prevents return of the
44 contract documents within the business days after the award date stated above, the
45 Contracting Agency may grant up to a maximum of 5 additional days for return of the
46 documents, provided the Contracting Agency deems the circumstances warrant it.
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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).

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.

1 **Section 1-04, Scope of the Work**

2
3 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**
4 **Specifications, and Addenda**

5 *(December 30, 2022 APWA GSP)*

6
7 Revise the second paragraph to read:

8
9 Any inconsistency in the parts of the contract shall be resolved by following this order of
10 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 11
12 1. Addenda,
13 2. Proposal Form,
14 3. Special Provisions,
15 4. Contract Plans,
16 5. Standard Specifications,
17 6. Contracting Agency's Standard Plans or Details (if any), and
18 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
19
20

21 **1-04.4 Changes**

22 *(January 19, 2022 APWA GSP)*

23
24 The first two sentences of the last paragraph of Section 1-04.4 are deleted.
25
26

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

28
29 **1-05.3 Drawing and Working Drawings**

30 *(*****)*

31
32 Section 1-05.3 is supplemented with the following:
33

34 Not later than 30 days after signing of the Construction Contract with the Contracting Agency
35 or other mutually agreed upon timeline, the Contractor shall submit a written **Construction**
36 **Work Plan**. The Notice to Proceed (NTP) will not be issued nor is any physical work to be
37 performed at the site until the Construction Work Plan is reviewed, revised as necessary and
38 approved by the Contracting Agency. The **Construction Work Plan** shall include at a
39 minimum:
40

- 41 1. A list of construction personnel and the supervisory chain of responsibility proposed.
42 2. A list of all proposed equipment to be used for the project including, as necessary pile
43 driving attachments.
44 3. Access, Staging and Stockpile Plan - The Access, Staging, and Stockpile Plan shall
45 include explicit consideration of the Construction Plans, working in and around the
46 OHWM, an active farming operation and specific strategies that will be used to
47 minimize impacts to onsite wetlands, riparian buffers and critical areas.
48 4. A detailed construction schedule - **The Contractor shall submit a Type A Progress**
49 **Schedule**. The schedule may be a critical path method (CPM) schedule, bar chart, or
50 other standard schedule format. Regardless of which format is used, the schedule shall
51 identify the critical path. The Engineer will evaluate the Type A Progress Schedule and

- 1 approve or return the schedule for corrections within 15 calendar days of receiving the
2 submittal. The Type A Progress Schedule shall include explicit consideration of work
3 at or below the OHWM and provisions of the WDFW HPA.
- 4 5. Erosion Control and Water Pollution Plan (including, but not limited to):
 - 5 i. Temporary Erosion and Sedimentation Control Plan (8-01.3(1)A)
 - 6 ii. Spill Prevention, Control, and Countermeasures Plan (8-01.3(1)F, 1-
7 07.15(1))
 - 8 iii. Stormwater Pollution Prevention Plan (SWPPP)
 - 9 6. Temporary Stream Diversion Plan (8-31)
 - 10 7. Accident Prevention Program (APP) and Safety Plan
 - 11 8. A Signed Statement Acknowledging Special Provision 1-07.5(1)

12 **Payment**

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

14 "Construction Work Plan," lump sum.

15
16 The lump sum contract price for "Construction Work Plan" shall be full compensation for
17 all time, labor, material necessary to create, submit and, as necessary per Contracting
18 Agency review, revise Construction Work Plan. Implementation of the Accident
19 Prevention Program and Safety Plan is also paid under this lump sum bid item. No
20 additional payment shall be made.

21 **Note: Payment for implementation of Construction Work Plan elements 3, 5 and 6**
22 **as delineated above are paid under a separate bid line item (1-07.15, 2-01, 8-01 and**
23 **8-31).**

24 **1-05.4 Conformity With and Deviations from Plans and Stakes**

25 Section 1-05.4 is supplemented with the following:

26 **Roadway and Utility Surveys**

27 **(*****)**

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

- 31 1. Set project benchmarks, as necessary;
- 32 2. Access and staging limits;
- 33 2. Key pile locations; and
- 34 3. Centerline staking for back channel excavation

35 **1-05.7 Removal of Defective and Unauthorized Work**

36 (October 1, 2005 APWA GSP)

37 Supplement this section with the following:

38 If the Contractor fails to remedy defective or unauthorized work within the time specified in a
39 written notice from the Engineer, or fails to perform any part of the work required by the
40 Contract Documents, the Engineer may correct and remedy such work as may be identified in
41

1 the written notice, with Contracting Agency forces or by such other means as the Contracting
2 Agency may deem necessary.
3
4 If the Contractor fails to comply with a written order to remedy what the Engineer determines
5 to be an emergency situation, the Engineer may have the defective and unauthorized work
6 corrected immediately, have the rejected work removed and replaced, or have work the
7 Contractor refuses to perform completed by using Contracting Agency or other forces. An
8 emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy
9 could be potentially unsafe, or might cause serious risk of loss or damage to the public.
10
11 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
12 remedying defective or unauthorized work, or work the Contractor failed or refused to perform,
13 shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due,
14 or to become due, the Contractor. Such direct and indirect costs shall include in particular, but
15 without limitation, compensation for additional professional services required, and costs for
16 repair and replacement of work of others destroyed or damaged by correction, removal, or
17 replacement of the Contractor's unauthorized work.
18
19 No adjustment in contract time or compensation will be allowed because of the delay in the
20 performance of the work attributable to the exercise of the Contracting Agency's rights
21 provided by this Section.
22
23 The rights exercised under the provisions of this section shall not diminish the Contracting
24 Agency's right to pursue any other avenue for additional remedy or damages with respect to
25 the Contractor's failure to perform the work as required.
26
27
28 **1-05.9 Equipment**
29 *(*****)*
30
31 Supplement this section with the following:
32
33 All equipment shall be thoroughly cleaned of all dirt/mud, seeds, and other vegetative debris
34 before it is moved onto the Project site.
35
36 All equipment shall be free of oil, hydraulic fluid, and diesel fuel leaks.
37
38 Equipment used in or near water must use environmentally acceptable lubricants composed
39 of biodegradable base oils. These are vegetable oils, synthetic esters, and polyalkylene
40 glycols.
41
42 It will be the Contractor's responsibility to ensure that adequate measures have been taken.
43
44
45 **1-05.11 Final Inspection**
46
47 Delete this section and replace it with the following:
48
49 **1-05.11 Final Inspections and Operational Testing**
50 *(October 1, 2005 APWA GSP)*
51

1 **1-05.11(1) Substantial Completion Date**
2

3 When the Contractor considers the work to be substantially complete, the Contractor shall
4 so notify the Engineer and request the Engineer establish the Substantial Completion
5 Date. The Contractor's request shall list the specific items of work that remain to be
6 completed in order to reach physical completion. The Engineer will schedule an inspection
7 of the work with the Contractor to determine the status of completion. The Engineer may
8 also establish the Substantial Completion Date unilaterally.
9

10 If, after this inspection, the Engineer concurs with the Contractor that the work is
11 substantially complete and ready for its intended use, the Engineer, by written notice to
12 the Contractor, will set the Substantial Completion Date. If, after this inspection the
13 Engineer does not consider the work substantially complete and ready for its intended use,
14 the Engineer will, by written notice, so notify the Contractor giving the reasons therefore.
15

16 Upon receipt of written notice concurring in or denying substantial completion, whichever
17 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
18 interruption, the work necessary to reach Substantial and Physical Completion. The
19 Contractor shall provide the Engineer with a revised schedule indicating when the
20 Contractor expects to reach substantial and physical completion of the work.
21

22 The above process shall be repeated until the Engineer establishes the Substantial
23 Completion Date and the Contractor considers the work physically complete and ready for
24 final inspection.
25

26
27 **1-05.11(2) Final Inspection and Physical Completion Date**
28

29 When the Contractor considers the work physically complete and ready for final inspection,
30 the Contractor by written notice, shall request the Engineer to schedule a final inspection.
31 The Engineer will set a date for final inspection. The Engineer and the Contractor will then
32 make a final inspection and the Engineer will notify the Contractor in writing of all
33 particulars in which the final inspection reveals the work incomplete or unacceptable. The
34 Contractor shall immediately take such corrective measures as are necessary to remedy
35 the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without
36 interruption until physical completion of the listed deficiencies. This process will continue
37 until the Engineer is satisfied that the listed deficiencies have been corrected.
38

39 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
40 written notice listing the deficiencies, the Engineer may, upon written notice to the
41 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
42 Section 1-05.7.
43

44 The Contractor will not be allowed an extension of contract time because of a delay in the
45 performance of the work attributable to the exercise of the Engineer's right hereunder.
46

47 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
48 Contracting Agency, in writing, of the date upon which the work was considered physically
49 complete. That date shall constitute the Physical Completion Date of the contract, but shall
50 not imply acceptance of the work or that all the obligations of the Contractor under the
51 contract have been fulfilled.
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1-05.13 Superintendents, Labor, and Equipment of Contractor
(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

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

Revise the second paragraph to read:

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

Add the following new section:

1-05.16 Water and Power
(October 1, 2005 APWA GSP)

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

Contractor shall complete all required utility locates prior to commencement of Work.

Section 1-06, Control of Material

Section 1-06 is supplemented with the following:

Buy America Requirements
(October 1, 2025)

General Requirements

In accordance with Buy America requirements contained in 23 CFR 635.410 and 2 CFR 184, the following materials must be produced in the United States:

1. All Iron or Steel Products used in the project. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All Manufactured Products used in the project. This means the manufactured product was manufactured (final assembly) in the United States.

- 1 3. All Construction Materials used in the project. This means that all manufacturing
2 processes for the construction material occurred in the United States.
3

4 An article, material, or supply will be classified in one of four categories: 1) Iron or Steel
5 Product, 2) Manufactured Product, 3) Construction Material, or 4) Excluded Material. Only
6 a single category will apply to an item except as follows:
7

- 8 1. With respect to precast concrete products that are classified as Manufactured
9 Products, the components of precast concrete products that consist wholly or
10 predominantly of iron, steel, or combination of both shall meet the requirements
11 for and be tracked as an Iron or Steel Product. The item shall also meet the
12 requirements for and be tracked as a Manufactured Product.
13
- 14 2. With respect to intelligent transportation systems and other electronic hardware
15 systems that are classified as Manufactured Products, the cabinets or other
16 enclosures of such systems that consist wholly or predominantly of iron, steel,
17 or a combination of both, shall meet the requirements for and be tracked as an
18 Iron or Steel Products. The item shall also meet the requirements for and be
19 tracked as a Manufactured Product.
20

21 Some contract items are composed of multiple parts that may fall into different categories.
22 Individual components will be categorized as a Construction Material, a Manufactured
23 Product, an Iron or Steel Product, or an excluded material based on their composition
24 when they arrive at the staging area or work site.
25

26 **Definitions**

- 27 1. Construction Material: Defined as any article, material, or supply brought to the
28 construction site for incorporation into the final product. Construction materials
29 include an article, material, or supply that is or consists primarily of:
30
- 31 a. Non-ferrous metals including all manufacturing processes, from initial smelting
32 or melting through final shaping, coating, and assembly;
33
 - 34 b. Plastic and polymer-based products including all manufacturing processes, from
35 initial combination of constituent plastic or polymer-based inputs, or, where
36 applicable, constituent composite materials, until the item is in its final form);
37
 - 38 c. Glass including all manufacturing processes, from initial batching and melting of
39 raw materials through annealing, cooling, and cutting);
40
 - 41 d. Fiber optic cable (includes drop cable) including all manufacturing processes,
42 from initial ribboning (if applicable), through buffering, fiber stranding and
43 jacketing, (fiber optic cable also includes the standards for glass and optical
44 fiber);
45
 - 46 e. Optical fiber including all manufacturing processes, from the initial preform
47 fabrication stage, though the completion of the draw;
48
 - 49 f. Lumber including all manufacturing processes, from initial debarking through
50 treatment and planing;
51

- 1 g. Drywall including all manufacturing processes, from initial blending of mined or
2 synthetic gypsum plaster and additives through cutting and drying of
3 sandwiched panels; or
4
5 h. Engineered wood including all manufacturing processes from the initial
6 combination of constituent materials until the wood product is in its final form.
7

8 If a Construction Material is not manufactured in the United States it shall be
9 considered a Foreign Construction Material.

10
11 2. Excluded Material: A material where Buy America requirements do not apply. This
12 includes the following:

- 13
14 a. Materials excluded by Section 70917(c) of the Buy America, Build America Act
15 with respect to aggregates this includes cement and cementitious materials,
16 aggregates such as stone, sand, or gravel or aggregate binding agents or
17 additives. These materials shall be classified as excluded materials based on
18 the composition when brought to the work site. It also includes combinations of
19 these excluded materials when mixtures of Excluded Materials are delivered to
20 the work site without final form for incorporation into the project (i.e. wet concrete
21 and HMA). If they are formed prior to delivery, they are a Manufactured Product
22 and not an Excluded Material.
23
24 b. Temporary materials that are not being permanently incorporated into the
25 project.

26
27 The following items of work containing steel, iron or other construction materials
28 are considered to be temporary and are excluded from the Buy America
29 requirements:

- 30
31 • Materials that will be removed from the site after construction as part of
32 demobilization which include but may not be limited to:
33 o Access and Staging Material
34 o Erosion and Sediment Control Material
35 o De-Watering and Isolation Material
36
37 c. Raw or minimal processed materials where the article, material, or supply does
38 not fall into any of the categories, as it is not a Manufactured Product, an Iron or
39 Steel Product, or a Construction Material and when these materials are
40 delivered to the work site without final form for incorporation into the product (i.e.
41 seed mix and topsoil). If they are formed prior to delivery, and are not an Iron or
42 Steel Product or a Construction Material, they are a Manufactured Product and
43 not an Excluded Material.
44

45 3. Iron or Steel Product: An article, material, or supply that consist of wholly or
46 predominantly of iron or steel or a combination of both. To be considered
47 predominantly of iron or steel or a combination of both means that the cost of the iron
48 and steel content exceeds 50 percent of the total cost of all its components. The
49 cost of iron and steel is based on a good faith estimate of the cost of the iron or steel
50 components.
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4. **Manufactured Product:** A Manufactured Product includes any item produced as a result of the manufacturing process. Items that should be treated as a manufactured product (rather than a construction material) are: 1) items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and 2) items that include at least one of the listed construction materials as defined above, combined with a material that is not listed through a manufacturing process.

If a product is not an Iron or Steel Product, a Construction Material, or an Excluded Material, it is a Manufactured Product.

If a Manufactured Material is not manufactured in the United States, it shall be considered a Foreign Manufactured Product.

5. **United States:** To further define the coverage, a domestic product is a manufactured steel construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

Iron or Steel Product Requirements

Iron or Steel Products that are permanently incorporated into the project shall consist of American-made materials only. Buy America requirements do not apply to temporary steel or iron items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost or \$2,500.00, whichever is greater.

American-made material is defined as material having all manufacturing processes occurring domestically.

If domestically produced steel billets or iron ingots are exported outside of the United States, as defined above, for any manufacturing process then the resulting product does not conform to the Buy America requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the Buy America requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

Manufacturing begins with the initial melting and mixing and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

Due to a nationwide waiver, Buy America requirements do not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron ore processed, pelletized, and reduced iron ore.

The following are considered to be steel manufacturing processes:

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1. Production of steel by any of the following processes:
 - a. Open hearth furnace.
 - b. Basic oxygen.
 - c. Electric furnace.
 - d. Direct reduction.
2. Rolling, heat treating, and any other similar processing.
3. Fabrication of the products:
 - a. Spinning wire into cable or strand.
 - b. Corrugating and rolling into culverts.
 - c. Shop fabrication.

A certification of materials origin will be required for all iron or steel products prior to such items being incorporated into the permanent work. The Contractor will not receive payment until the certification is received by the Engineer. The certification shall be on WSDOT Form 350-109 provided by the Engineer, or such other form approved by the Contracting Agency, provided it contains the same information as WSDOT Form 350-109.

Manufactured Products and Construction Material Requirements

A Contractor provided certification of materials origin will be required before each progress estimate or payment. The Contractor will not receive payment until the certification is received by the Engineer. The Contractor shall certify that all Manufactured Products and all Construction Materials installed during the current progress estimate period meet the Buy America requirements. The certification shall be on WSDOT Form 350-108 provided by the Engineer, or such other form approved by the Contracting Agency, provided it contains the same information as WSDOT Form 350-108.

Iron or Steel Products in a Manufactured Product

In addition to providing the certification of materials origin for the Manufactured Product, the iron or steel products in a manufactured product are subject to the Buy America requirements as follows:

1. When a precast concrete product is classified as a Manufactured Product, the components that are an Iron or Steel Product shall follow the “Iron or Steel Requirements” of this Specification.
2. When an electronic hardware system such as an intelligent transportation system is classified as a Manufactured Product, the cabinets and the other enclosures of such systems that are an Iron or Steel Product shall follow the “Iron or Steel Requirements” of this Specification.

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Waiver for De Minimis Costs

Minor amounts of Foreign Construction Materials and Foreign Manufactured Products may be utilized in this project, provided that the total cost of the Foreign Construction Materials and Foreign Manufactured Products does not exceed \$1,000,000 and does not exceed 5 percent of the total applicable material costs calculated as follows:

$$\frac{\text{Total cost of Foreign Construction Materials} + \text{Total cost of Foreign Manufactured Products}}{\text{Total applicable material costs}} < 0.05$$

The total applicable material costs shall be the sum of the costs of all Construction Materials, all Iron or Steel Products, and all Manufactured Products. Total applicable material costs does not include Excluded Materials.

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 **1-07.2 State Taxes**

2

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

4

5 **1-07.2 State Sales Tax**

6 *(June 27, 2011 APWA GSP)*

7

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

13

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

17

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

25

26 **1-07.2(1) State Sales Tax — Rule 171**

27

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

37

38 **1-07.2(2) State Sales Tax — Rule 170**

39

40 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
41 existing buildings, or other structures, upon real property. This includes, but is not limited
42 to, the construction of streets, roads, highways, etc., owned by the state of Washington;
43 water mains and their appurtenances; sanitary sewers and sewage disposal systems
44 unless such sewers and disposal systems are within, and a part of, a street or road
45 drainage system; telephone, telegraph, electrical power distribution lines, or other conduits
46 or lines in or above streets or roads, unless such power lines become a part of a street or
47 road lighting system; and installing or attaching of any article of tangible personal property
48 in or to real property, whether or not such personal property becomes a part of the realty
49 by virtue of installation.

50

51 For work performed in such cases, the Contractor shall collect from the Contracting
52 Agency, retail sales tax on the full contract price. The Contracting Agency will

1 automatically add this sales tax to each payment to the Contractor. For this reason, the
2 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other
3 contract amount subject to Rule 170, with the following exception.
4

5 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor
6 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
7 consumable supplies not integrated into the project. Such sales taxes shall be included in
8 the unit bid item prices or in any other contract amount.
9

10 **1-07.2(3) Services**

11
12 The Contractor shall not collect retail sales tax from the Contracting Agency on any
13 contract wholly for professional or other services (as defined in Washington State
14 Department of Revenue Rules 138 and 244).
15
16

17 **1-07.5 Environmental Regulations**

18 **1-07.5(1) General** 19 **(*****)**

20
21
22 Section 1-07.5(1) is supplemented with the following:
23

24 The Contractor shall ensure that the Project Manager representing the Prime Contractor
25 and all Subcontractors has read and understands this Special Provision. Prior to
26 commencing any work on site, **the Contactor shall provide the Contracting Agency**
27 **with a signed statement from the Project Manager stating that the Project Manager**
28 **has read, understands and will abide by the conditions of this Special Provision.**
29

30 **1-07.5(2) State Department of Fish and Wildlife** 31 **(*****)**

32
33 Section 1-07.5(2) is supplemented with the following:
34

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

40 **HPA Permit Number: 2025-6-434+01**

41
42 See Project WDFW HPA, Appendix B
43

44 **1-07.5(3) State Department of Ecology** 45 **(*****)**

46
47 Section 1-07.5(3) is supplemented with the following:
48

49 Per U.S. Army Corps of Engineers Nation Wide Permit 27 (NWP), "The
50 authorized work complies with Washington State Department of Ecology's
51 (Ecology) Water Quality Certification (WQC) requirements and Coastal Zone

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Management (CZM) consistency determination decision for this NWP. No further coordination with Ecology for WQC and CZM is required.”

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 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-2025-789
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: 2025-6-434+01 (Appendix B)**
- **U.S. Army Corps – Nationwide Permit 27 NWS-2025-789 - (Appendices C1 & C2)**
- **Washington State Department of Archaeology & Historic Preservation – Archaeological Inadvertent Discovery Plan (Appendix D)**

1-07.9 Wages

1-07.9(1) General
(*****)

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

1 This project is partially funded with federal money and is subject to the
2 prevailing wage requirements, or wage determinations, established by the
3 Davis-Bacon Act (DBA).

4
5 This is a public works contract requiring payment of prevailing wages in
6 accordance with Washington State and Federal laws. The Contractor and
7 subcontractors must pay their workers at the rate that is the higher of the two
8 sets of prevailing wages: the Washington State prevailing wage or the Federal
9 prevailing wage.

10
11 The Contractor, each of its subcontractor(s), and other person(s) doing any work under
12 the Contract shall pay all laborers, workers, or mechanics not less than the prevailing
13 rate of wage for an hour's work in the same trade or occupation in Mason County,
14 Washington where such labor is performed as required by law.

15
16 The Washington State Department of Labor & Industries Prevailing Wage Rates for
17 Public Works Contracts can be found here (prevailing wage rates for Mason County
18 with an effective rate date of the bid opening date as specified in the "Notice to
19 Bidders").

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

21
22 Federal wage determinations by trade and county can be found here (Project in Mason
23 County):

24 <https://sam.gov/wage-determinations>

25
26 **1-07.9(5)A General**
27 *(July 8, 2024 APWA GSP)*

28
29 This section is revised to read as follows:

30
31 All Statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and Certified
32 Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be
33 submitted to the Contracting Agency and to the State L&I online Prevailing Wage Intent
34 & Affidavit (PWIA) system. When apprenticeship is a requirement of the contract, include
35 in PWIA all apprentices.

36
37
38 **1-07.11 Requirements for Nondiscrimination**

39
40 **1-07.11(2) Contractual Requirements**
41 *(November 25, 2024 APWA GSP)*

42
43 Delete item 11 of the first paragraph of Section 1-07.11(2).

44
45
46 **1-07.15 Temporary Water Pollution Prevention**

47
48 **1-07.15(1) Spill Prevention, Control, and Countermeasures Plan and**
49 **Implementation**
50 *(*****)*

51
52 Section 1-07.15(1) is revised to read as follows:

1
2 The Contractor shall prepare and submit to the project Engineer, as part of the larger
3 “Construction Work Plan” a Type 2 Working Drawing consisting of a project-specific spill
4 prevention, control, and countermeasures plan (SPCC Plan), and shall implement the plan
5 for the duration of the project. No on-site construction activities may commence until the
6 Contracting Agency accepts an SPCC Plan for the project. An SPCC Plan template and
7 guidance information is available at [https://wsdot.wa.gov/engineering-](https://wsdot.wa.gov/engineering-standards/environmental-guidance/stormwater-water-quality)
8 [standards/environmental-guidance/stormwater-water-quality](https://wsdot.wa.gov/engineering-standards/environmental-guidance/stormwater-water-quality)
9

10 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and
11 other materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11.
12 Occupational safety and health requirements that may pertain to SPCC Plan
13 implementation are contained in, but not limited to, [WAC 296-824](#) and [WAC 296-843](#). The
14 SPCC Plan shall address conditions that may be required by Section 3406 of the current
15 International Fire Code, or as approved by the local Fire Marshal.
16

17 **Implementation Requirements**

18

19 The Contractor shall update the SPCC Plan throughout project construction so that the
20 written plan reflects actual site conditions and practices. The Contractor shall update the
21 SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project
22 site. The Contractor shall fully implement the SPCC Plan, as accepted and updated, at all
23 times.
24

25 **SPCC Plan Element Requirements**

26

27 The SPCC Plan shall set forth the following information in the following order:
28

- 29 1. **Responsible Personnel** – Identify the names, titles, and contact information for
30 the personnel responsible for implementing and updating the plan and for
31 responding to spills.
32
- 33 2. **Spill Reporting** – List the names and telephone numbers of the Federal, State,
34 and local agencies the Contractor shall notify in the event of a spill.
35
- 36 3. **Project and Site Information** – Describe the following items:
37 a. The project Work.
38 b. The site location and boundaries.
39 c. The drainage pathways from the site.
40 d. Nearby waterways and sensitive areas and their distances from the site.
41
- 42 4. **Potential Spill Sources** – Describe each of the following for all potentially
43 hazardous materials brought or generated on-site including but not limited to
44 materials used for equipment operation, refueling, maintenance, or cleaning.
45 a. Name of material and its intended use.
46 b. Estimated maximum amount on-site at any one time.
47 c. Location(s) (including any equipment used below the ordinary high water
48 line) where the material will be staged, used, and stored and the distance(s)
49 from nearby waterways and sensitive areas.
50
- 51 5. **Preexisting Contamination** – Describe any preexisting contamination and
52 contaminant sources (such as buried pipes or tanks) in the project area that are

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described in the Contract provisions and Plans. Identify equipment and Work practices that shall be used to prevent the release of contamination.

6. **Spill Prevention and Response Training** – Describe how and when all project personnel, including refueling personnel and other subcontractors, shall be trained in spill prevention, containment, and response and in the location of spill response kits.

7. **Spill Prevention** – Describe the following items:

- a. The contents and locations of spill response kits that the Contractor shall supply and maintain that are appropriately stocked, located in close proximity to hazardous materials and equipment, and immediately accessible.
- b. Security measures for potential spill sources to prevent accidental spills and Vandalism.
- c. Methods used to prevent stormwater from contacting hazardous materials.
- d. Secondary containment for each potential spill source listed in 4, above. Secondary containment structures shall be in accordance with Section S9.D.9 of Ecology’s Construction Stormwater General NPDES Permit, where secondary containment means placing tanks or containers within an impervious structure capable of containing 110 percent of the volume contained in the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment.
- e. BMP methods and locations where they are used to prevent discharges to ground or water during mixing and transfer of hazardous materials and fuel. Methods to control pollutants shall use BMPs in accordance with Ecology’s Construction Stormwater General NPDES Permit. BMP guidance is provided in Ecology’s Stormwater Management Manuals, such as Volume II – Construction Stormwater Pollution Prevention, BMP C153, and Volume IV – Source Control BMPs.
- f. Refueling procedures for equipment that cannot be moved from below the ordinary high water line.
- g. Daily inspection and cleanup procedures that ensure all equipment used below the ordinary high water line is free of all external petroleum-based products.
- h. Routine equipment, storage area, and structure inspection and maintenance practices to prevent drips, leaks, or failures of hoses, valves, fittings, containers, pumps, or other systems that contain or transfer hazardous materials.
- i. Site inspection procedures and frequency.

8. **Spill Response** – Outline the response procedures the Contractor shall follow for each scenario listed below, indicating that if hazardous materials are encountered or spilled during construction, the Contractor shall do everything possible to control and contain the material until appropriate measures can be taken. Include a description of the actions the Contractor shall take and the specific on-site spill response equipment that shall be used to assess the spill, secure the area, contain and eliminate the spill source, clean up spilled material, decontaminate equipment, and dispose of spilled and contaminated material:

- a. A spill of each type of hazardous material at each location identified in 4, above.
- b. Stormwater that has come into contact with hazardous materials.

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- c. A release or spill of any preexisting contamination and contaminant source described in 5, above.
- d. A release or spill of any unknown preexisting contamination and contaminant sources (such as buried pipes or tanks) encountered during project Work.
- e. A spill occurring during Work with equipment used below the ordinary high water line.

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

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

- 10. **Spill Report Forms** – Provide a copy of the spill report form(s) that the Contractor shall use in the event of a release or spill.

- 11. **Other Requirements** – Contractor shall have, and make part of the SPCC Plan, the following project specific items:
 - a. Establish staging areas (used for activities such as equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.
 - b. Spill containment systems must be adequate to contain all fuel leaks.
 - c. At least 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.

Payment

Payment will be made for the following Bid items when it is included in the Proposal:
“Construction Work Plan”, lump sum
“Erosion Control and Water Pollution Prevention”, lump sum.

The development of the SPCC Plan is included as a **part** of the lump sum Bid line item “Construction Work Plan” per Section 1-05.3.

The on-the-ground implementation of the SPCC Plan (1-07.15(1) and 8-01.3(1)F) and TESC Plan (8-01.3(1)A) shall paid as a **part** of the Lump Sum Bid line item “Erosion Control and Water Pollution Prevention”. All pollution prevention and erosion control materials, equipment, materials, and labor necessary to implement and maintain the BMPs

1 specified in the SPCC and TESC Plans, including monitoring effectiveness of BMPs and
2 completing improvements as necessary, are a part of this line item. All implementation
3 measures shall be in accordance with the Standard Specifications, Project Specific
4 Specifications, and the Contractor's approved SPCC and TESC Plans. This shall include,
5 but is not limited to, an onsite emergency fuel spill kit with adequate capacity to capture all
6 stored fuel.
7

8 **1-07.16 Protection and Restoration of Property**

9

10 **1-07.16(4) Archaeological and Historical Objects**

11 (*****)

12
13 Section 1-07.16(4) is supplemented with the following:
14

15 A cultural resource investigation of the project site was conducted and included a
16 background literature review and a surface and subsurface inventory of proposed ground
17 disturbing activities. No historic properties were documented as a result of this inventory.
18

19 Although no cultural materials were observed during the survey in March, 2024, it is
20 possible that cultural materials may be located within project APEs. If historic or prehistoric
21 cultural resources are uncovered, which may include chipped stone, bone, or wood
22 artifacts, historic refuse, building foundations, hearths, or other features, work must stop,
23 and a professional archaeologist must be notified.
24

25 See Appendix D, Inadvertent Discovery Plan
26

27 **1-07.16(4)A Inadvertent Discovery of Human Skeletal Remains**

28 (*****)

29
30 Section 1-07.16(4)A is supplemented with the following:
31

32 If human skeletal remains are encountered during the course of Work, all activity will cease
33 that may cause further disturbance to those remains. The area of the find will be secured
34 and protected from further disturbance. Immediately notify law enforcement and the
35 Medical Examiner/ Coroner using the contacts information in the project's Inadvertent
36 Discovery Plan. The Contracting Agency shall also be immediately notified.
37

- 38 • All persons who know of the existence and location of human remains must, by law,
39 notify the county medical examiner and local law enforcement. This will be done in the
40 most expeditious manner possible (RCW 27.44; 68.50; 68.60).
- 41 • Any person engaging in ground-disturbing activities that encounter skeletal human
42 remains will cease all activity that may cause further disturbance to the remains, make
43 a reasonable effort to protect the area from further disturbance, and report the
44 presence and location of those remains to the medical examiner and local law
45 enforcement (RCW 27.44; 68.50;68.60).
- 46 • The county medical examiner will assume jurisdiction over the human skeletal remains
47 and make a determination of whether those remains are forensic or non-forensic (RCW
48 27.44; 68.50; 68.60).
- 49 • If the county medical examiner determines the remains are non-forensic, then the
50 DAHP will take jurisdiction over the remains (RCW27.44; 68.50; 68.60).

- 1 • The State Physical Anthropologist will make a determination of whether the remains
2 are Indian or Non-Indian and report that finding to the affected parties (RCW 27.44,
3 68.50; 68.60).

4
5 See Appendix D, for Archaeological Inadvertent Discover Plan
6

7
8
9 **1-07.18 Public Liability and Property Damage Insurance**

10
11 Delete this section in its entirety, and replace it with the following:
12

13 **1-07.18 Insurance**
14 *(January 4, 2024 APWA GSP)*
15

16 **1-07.18(1) General Requirements**
17

- 18 A. The Contractor shall procure and maintain the insurance described in all subsections
19 of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best
20 rating of not less than A-: VII and licensed to do business in the State of Washington.
21 The Contracting Agency reserves the right to approve or reject the insurance provided,
22 based on the insurer's financial condition.
- 23 B. The Contractor shall keep this insurance in force without interruption from the
24 commencement of the Contractor's Work through the term of the Contract and for thirty
25 (30) days after the Physical Completion date, unless otherwise indicated below.
- 26 C. If any insurance policy is written on a claims-made form, its retroactive date, and that
27 of all subsequent renewals, shall be no later than the effective date of this
28 Contract. The policy shall state that coverage is claims made and state the retroactive
29 date. Claims-made form coverage shall be maintained by the Contractor for a
30 minimum of 36 months following the Completion Date or earlier termination of this
31 Contract, and the Contractor shall annually provide the Contracting Agency with proof
32 of renewal. If renewal of the claims made form of coverage becomes unavailable, or
33 economically prohibitive, the Contractor shall purchase an extended reporting period
34 ("tail") or execute another form of guarantee acceptable to the Contracting Agency to
35 assure financial responsibility for liability for services performed.
- 36 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or
37 Umbrella Liability insurance policies shall be primary and non-contributory insurance
38 as respects the Contracting Agency's insurance, self-insurance, or self-insured pool
39 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by
40 the Contracting Agency shall be excess of the Contractor's insurance and shall not
41 contribute with it.
- 42 E. The Contractor shall provide the Contracting Agency and all additional insureds with
43 written notice of any policy cancellation, within two business days of their receipt of
44 such notice.
- 45 F. The Contractor shall not begin work under the Contract until the required insurance
46 has been obtained and approved by the Contracting Agency.
- 47 G. Failure on the part of the Contractor to maintain the insurance as required shall
48 constitute a material breach of contract, upon which the Contracting Agency may, after
49 giving five business days' notice to the Contractor to correct the breach, immediately
50 terminate the Contract or, at its discretion, procure or renew such insurance and pay
51 any and all premiums in connection therewith, with any sums so expended to be repaid

1 to the Contracting Agency on demand, or at the sole discretion of the Contracting
2 Agency, offset against funds due the Contractor from the Contracting Agency.
3 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices
4 of the Contract and no additional payment will be made.
5
6l. Under no circumstances shall a wrap up policy be obtained, for either initiating or
7 maintaining coverage, to satisfy insurance requirements for any policy required under this
8 Section. A “wrap up policy” is defined as an insurance agreement or arrangement under
9 which all the parties working on a specified or designated project are insured under one
10 policy for liability arising out of that specified or designated project.

11
12 **1-07.18(2) Additional Insured**

13
14 All insurance policies, with the exception of Workers Compensation, and of Professional
15 Liability and Builder’s Risk (if required by this Contract) shall name the following listed
16 entities as additional insured(s) using the forms or endorsements required herein:
17

- 18
- 19 • Mason Conservation District and its officers, elected officials, employees, agents, and
volunteers
 - 20 • The Katrinka Hibler and Christina Wellman Family – Landowners of 251 W. Loertscher
21 Road, Shelton, WA 98584

22
23 The above-listed entities shall be additional insured(s) for the full available limits of liability
24 maintained by the Contractor, irrespective of whether such limits maintained by the
25 Contractor are greater than those required by this Contract, and irrespective of whether
26 the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes
27 limits lower than those maintained by the Contractor.
28

29 For Commercial General Liability insurance coverage, the required additional insured
30 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing
31 operations and CG 20 37 10 01 for completed operations.
32

33 **1-07.18(3) Subcontractors**

34
35 The Contractor shall cause each subcontractor of every tier to provide insurance coverage
36 that complies with all applicable requirements of the Contractor-provided insurance as set
37 forth herein, except the Contractor shall have sole responsibility for determining the limits
38 of coverage required to be obtained by subcontractors.
39

40 The Contractor shall ensure that all subcontractors of every tier add all entities listed in
41 1-07.18(2) as additional insured(s), and provide proof of such on the policies as required
42 by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO
43 CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
44

45 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
46 Agency evidence of insurance and copies of the additional insured endorsements of each
47 subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.
48

49 **1-07.18(4) Verification of Coverage**

50
51 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
52 endorsements for each policy of insurance meeting the requirements set forth herein when

1 the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to
2 demand such verification of coverage with these insurance requirements or failure of
3 Contracting Agency to identify a deficiency from the insurance documentation provided
4 shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

5
6 Verification of coverage shall include:

- 7 1. An ACORD certificate or a form determined by the Contracting Agency to be
8 equivalent.
- 9 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
10 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may
11 submit a copy of any blanket additional insured clause from its policies instead of a
12 separate endorsement.
- 13 3. Any other amendatory endorsements to show the coverage required herein.
- 14 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy
15 these requirements – actual endorsements must be submitted.

16
17 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
18 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is
19 required on this Project, a full and certified copy of that policy is required when the
20 Contractor delivers the signed Contract for the work.

21 22 **1-07.18(5) Coverages and Limits**

23
24 The insurance shall provide the minimum coverages and limits set forth below.
25 Contractor's maintenance of insurance, its scope of coverage, and limits as required
26 herein shall not be construed to limit the liability of the Contractor to the coverage provided
27 by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy
28 available at law or in equity.

29
30 All deductibles and self-insured retentions must be disclosed and are subject to approval
31 by the Contracting Agency. The cost of any claim payments falling within the deductible or
32 self-insured retention shall be the responsibility of the Contractor. In the event an
33 additional insured incurs a liability subject to any policy's deductibles or self-insured
34 retention, said deductibles or self-insured retention shall be the responsibility of the
35 Contractor.

36 37 **1-07.18(5)A Commercial General Liability**

38
39 Commercial General Liability insurance shall be written on coverage forms at least as
40 broad as ISO occurrence form CG 00 01, including but not limited to liability arising from
41 premises, operations, stop gap liability, independent contractors, products-completed
42 operations, personal and advertising injury, and liability assumed under an insured
43 contract. There shall be no exclusion for liability arising from explosion, collapse or
44 underground property damage.

45
46 The Commercial General Liability insurance shall be endorsed to provide a per project
47 general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
48

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

4
5 Such policy must provide the following minimum limits:

6	\$2,000,000	Each Occurrence
7	\$3,000,000	General Aggregate
8	\$3,000,000	Products & Completed Operations Aggregate
9	\$2,000,000	Personal & Advertising Injury each offence
10	\$2,000,000	Stop Gap / Employers' Liability each accident

11
12 **1-07.18(5)B Automobile Liability**

13
14 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall
15 be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves
16 the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99
17 48 endorsements.

18
19 Such policy must provide the following minimum limit:

20	\$1,000,000	Combined single limit each accident
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21
22 **1-07.18(5)C Workers' Compensation**

23
24 The Contractor shall comply with Workers' Compensation coverage as required by the
25 Industrial Insurance laws of the State of Washington.

26
27 **1-07.24 Rights of Way**

28 (April 22, 2025 APWA GSP)

29
30 Delete this section and replace it with the following:

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

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

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

44 Whenever easements or rights of entry have not been acquired prior to advertising, these
45 areas are so noted in the Plans. The Contractor shall not proceed with any portion of the
46 work in areas where right of way, easements or rights of entry have not been acquired until
47 the Engineer certifies to the Contractor that the right of way or easement is available or
48 that the right of entry has been received. If the Contractor is delayed due to acts of
49 omission on the part of the Contracting Agency in obtaining easements, rights of entry or

1 right of way, the Contractor will be entitled to an extension of time. The Contractor agrees
2 that such delay shall not be a breach of contract.

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

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

20 See Appendix E for Landowner Agreement in regards to property access.
21
22
23

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

25
26 Add the following new section:
27

28 **1-08.0 Preliminary Matters** 29 (May 25, 2006 APWA GSP) 30

31 Add the following new section:
32

33 **1-08.0(1) Preconstruction Conference** 34 (October 21, 2025 APWA GSP) 35

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

- 39 1. To review the initial progress schedule;
- 40 2. To establish a working understanding among the various parties associated or affected
41 by the work;
- 42 3. To establish and review procedures for progress payment, notifications, approvals,
43 submittals, etc.;
- 44 4. To review Training or Apprenticeship Plans, when applicable.
- 45 5. To establish normal working hours for the work;
- 46 6. To review safety standards and traffic control; and
- 47 7. To discuss such other related items as may be pertinent to the work.
48

- 1 The Contractor shall prepare and submit at the preconstruction conference the following:
2 1. A preliminary schedule of working drawing submittals; and
3 2. A list of material sources for approval if applicable.
4
5
6

7 Add the following new section:
8

9 **1-08.0(2) Hours of Work**
10 *(December 8, 2014 APWA GSP)*
11

12 Except in the case of emergency or unless otherwise approved by the Engineer and/ or
13 the Contracting Agency, the normal working hours for the Contract shall be between 7:00
14 a.m. and 6:30 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor
15 desires different than the normal working hours stated above, the request must be
16 submitted in writing prior to the preconstruction conference, subject to the provisions
17 below. The working hours for the Contract shall be established at or prior to the
18 preconstruction conference.
19

20 All working hours and days are also subject to local permit and ordinance conditions (such
21 as noise ordinances).
22

23 If the Contractor wishes to deviate from the established working hours, the Contractor shall
24 submit a written request to the Engineer and/ or the Contracting Agency for consideration.
25 This request shall state what hours are being requested, and why. Requests shall be
26 submitted for review no later than 48 hours prior to the day(s) the Contractor is requesting
27 to change the hours.
28

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

- 31 1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting
32 Agency for the costs in excess of straight-time costs for Contracting Agency
33 representatives who worked during such times. (The Engineer may require
34 designated representatives to be present during the work. Representatives who
35 may be deemed necessary by the Engineer include, but are not limited to: survey
36 crews; personnel from the Contracting Agency's material testing lab; inspectors;
37 and other Contracting Agency employees or third party consultants when, in the
38 opinion of the Engineer, such work necessitates their presence.)
39 2. Considering the work performed on Saturdays, Sundays, and holidays as working
40 days with regard to the contract time.
41 3. Considering multiple work shifts as multiple working days with respect to contract
42 time even though the multiple shifts occur in a single 24-hour period.
43 4. If a 4-10 work schedule is requested and approved the non-working day for the
44 week will be charged as a working day.
45 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and
46 recorded properly on certified payroll.
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1-08.1 Subcontracting

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

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

Delete this section and replace it with the following:

1-08.1(7)A VACANT

1-08.1(8) Required Subcontract Clauses

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

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

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

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

Vacant

1-08.3 Progress Schedule

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

Revise this section to read:

The Contractor shall submit a Type A Progress Schedule no later 30 days after signing of Construction Contract with Contracting Agency or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format is used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

The Type A Progress Schedule shall include explicit consideration of work at or below the OHWM which is limited by the WDFW HPA 2025-6-434+01 to between July 16 and October 15 of any year the permit is active (Expires 10/15/2027).

1-08.4 Prosecution of Work

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

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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
 - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions. – Not included as part of this project.
 - d. Final Contract Voucher Certification

- 1 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and
- 2 all Subcontractors
- 3 f. A copy of the Notice of Termination sent to the Washington State Department of
- 4 Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the
- 5 Notice of Termination by Ecology; and no rejection of the Notice of Termination by
- 6 Ecology. This requirement will not apply if the Construction Stormwater General
- 7 Permit is transferred back to the Contracting Agency in accordance with Section 8-
- 8 01.3(16).
- 9 g. Property owner releases if required per Section 1-07.24

10
11 **1-08.7 Maintenance During Suspension**

12 (*****)

13
14 The second paragraph is revised to read:

15
16 At no expense to the Contracting Agency, the Contractor shall provide through the

17 construction area safe, smooth, and unobstructed roadways and pedestrian access

18 routes for public use during the suspension (as required in Section 1-07.23 or the

19 Special Provisions.) This may include a temporary road, alternative pedestrian access

20 route or detour **as** well as all sediment and erosion controls required to comply with

21 project environmental permits and Contract requirements.

22
23 **1-08.9 Liquidated Damages**

24 (March 3, 2021 APWA GSP, Option B)

25
26 Revise the second and third paragraphs to read:

27
28 Accordingly, the Contractor agrees:

- 29
- 30 1. To pay (according to the following formula) liquidated damages for each
- 31 working day beyond the number of working days established for Physical
- 32 Completion, and
- 33
- 34 2. To authorize the Engineer to deduct these liquidated damages from any money
- 35 due or coming due to the Contractor.
- 36

37 **Liquidated Damages Formula**

38
39 $LD=0.15C/T$

40
41 Where:

- 42
- 43 LD = liquidated damages per working day (rounded to the nearest dollar)
- 44 C = original Contract amount
- 45 T = original time for Physical Completion
- 46

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

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

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

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

1 damages shown above will not apply. For overruns in Contract time occurring after the
2 Substantial Completion Date, liquidated damages shall be assessed on the basis of direct
3 engineering and related costs assignable to the project until the actual Physical
4 Completion Date of all the Contract Work. The Contractor shall complete the remaining
5 Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall
6 furnish a written schedule for completing the physical Work on the Contract.
7
8

9 **Section 1-09, Measurement and Payment**

10 11 12 **1-09.2 Weighing Equipment**

13 14 **1-09.2(5) Measurement** 15 *(December 30, 2022 APWA GSP)*

16
17 Revise the first paragraph to read:
18

19 **Scale Verification Checks** – At the Engineer’s discretion, the Engineer may perform
20 verification checks on the accuracy of each batch, hopper, or platform scale used in
21 weighing contract items of Work.
22

23 **1-09.9 Payments** 24 *(December 30, 2022 APWA GSP)*

25
26 Section 1-09.9 is revised to read:
27

28 The basis of payment will be the actual quantities of Work performed according to the
29 Contract and as specified for payment.
30

31 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
32 Preconstruction Conference, to enable the Project Engineer to determine the Work
33 performed on a monthly basis. A breakdown is not required for lump sum items that include
34 a basis for incremental payments as part of the respective Specification. Absent a lump
35 sum breakdown, the Project Engineer will make a determination based on information
36 available. The Project Engineer’s determination of the cost of work shall be final.
37

38 Progress payments for completed work and material on hand will be based upon progress
39 estimates prepared by the Engineer. A progress estimate cutoff date will be established at
40 the preconstruction conference.
41

42 The initial progress estimate will be made not later than 30 days after the Contractor
43 commences the work, and successive progress estimates will be made every month
44 thereafter until the Completion Date. Progress estimates made during progress of the work
45 are tentative, and made only for the purpose of determining progress payments. The
46 progress estimates are subject to change at any time prior to the calculation of the final
47 payment.
48

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

- 1 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of
2 work completed multiplied by the unit price.
- 3 2. Lump Sum Items in the Bid Form — based on the approved Contractor’s lump sum
4 breakdown for that item, or absent such a breakdown, based on the Engineer’s
5 determination.
- 6 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site
7 or other storage area approved by the Contracting Agency.
- 8 4. Change Orders — entitlement for approved extra cost or completed extra work as
9 determined by the Engineer.

10

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

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

16

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

21

22 Failure to perform obligations under the Contract by the Contractor may be decreed by the
23 Contracting Agency to be adequate reason for withholding any payments until compliance
24 is achieved.

25

26 Upon completion of all Work and after final inspection (Section 1-05.11), the amount due
27 the Contractor under the Contract will be paid based upon the final estimate made by the
28 Engineer and presentation of a Final Contract Voucher Certification to be signed by the
29 Contractor. The Contractor’s signature on such voucher shall be deemed a release of all
30 claims of the Contractor unless a Certified Claim is filed in accordance with the
31 requirements of Section 1-09.11 and is expressly excepted from the Contractor’s
32 certification on the Final Contract Voucher Certification. The date the Contracting Agency
33 signs the Final Contract Voucher Certification constitutes the final acceptance date
34 (Section 1-05.12).

35

36 If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher
37 Certification or any other documentation required for completion and final acceptance of
38 the Contract, the Contracting Agency reserves the right to establish a Completion Date (for
39 the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the
40 Contract. Unilateral final acceptance will occur only after the Contractor has been provided
41 the opportunity, by written request from the Engineer, to voluntarily submit such
42 documents. If voluntary compliance is not achieved, formal notification of the impending
43 establishment of a Completion Date and unilateral final acceptance will be provided by
44 email with delivery confirmation from the Contracting Agency to the Contractor, which will
45 provide 30 calendar days for the Contractor to submit the necessary documents. The 30
46 calendar day period will begin on the date the email with delivery confirmation is received
47 by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract
48 Voucher Certification shall constitute the Completion Date and the final acceptance date
49 (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the
50 Contract will apply to Contracts that are Physically Completed in accordance with Section

1 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral
2 final acceptance of the Contract by the Contracting Agency does not in any way relieve
3 the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws,
4 ordinances, and regulations that affect the Work under the Contract.

5
6 Payment to the Contractor of partial estimates, final estimates, and retained percentages
7 shall be subject to controlling laws.

8
9 Supplement this section with the following:
10 (*****)

11
12 This project is funded by grants from various government and environmental
13 organizations. Mason Conservation District must apply for reimbursement by submitting
14 the contractor invoice or engineer's monthly estimate to the Washington State Recreation
15 and Conservation Office (RCO). For this reason, Mason Conservation District will make
16 payments within 14 days after reimbursement by the grant funding agencies. The
17 Contractor should anticipate receipt of payment within 60 days after receipt of proper
18 invoice or submission of Engineer's estimate to the grant funding agencies.

19
20 **1-09.13(3) Arbitration**

21
22 **1-09.13(3)A Administration of Arbitration**
23 *(January 19, 2022 APWA GSP)*

24
25 Revise the third paragraph to read:

26
27 The Contracting Agency and the Contractor mutually agree to be bound by the decision
28 of the arbitrator, and judgment upon the award rendered by the arbitrator may be
29 entered in the Superior Court of the county in which the Contracting Agency's
30 headquarters is located, provided that where claims subject to arbitration are asserted
31 against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior
32 Court. The decision of the arbitrator and the specific basis for the decision shall be in
33 writing. The arbitrator shall use the Contract as a basis for decisions.

34
35 **1-09.13(4) Venue for Litigation**
36 *(December 30, 2022 APWA GSP)*

37
38 Revise this section to read:

39
40 Litigation shall be brought in the Superior Court of the county in which the Contracting
41 Agency's headquarters is located, provided that where claims are asserted against a
42 county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is
43 mutually agreed by the parties that when litigation occurs, the Contractor shall permit
44 the Contracting Agency to have timely access to all records deemed necessary by the
45 Contracting Agency to assist in evaluating the claims or action.

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1 **DIVISION 2**

2 **Earthwork**

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4

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

6
7

8 Section 2-01.2 is deleted and replaced entirely with the following:

9

10 The Contractor shall meet all requirements of state and federal regulations regarding health,
11 safety, and public welfare in the disposal of all usable material and debris associated with
12 Sections 1-07.16(2).

13

14 The Contractor shall handle all cleared vegetative material in accordance with the following:

15

- 16 1. The Contractor shall minimize tree removal but shall fell any trees necessary for the
17 purpose of site access.
- 18 a. Trees with trunk diameter greater than 12 inches, measured 3 feet above the
19 rootwad, shall be reused as habitat features and placed at the direction of the
20 Contracting Agency. Storage and handling of this material shall be incidental to
21 the cost of clearing and grubbing activities.
- 22 b. Felled trees and branches with a diameter greater than 2 inches and less than
23 8 inches shall be reused as slash within the engineered log jams at the direction
24 of the Contracting Agency.
- 25 2. No woody material or vegetation is to be disposed of off-site.
- 26 3. Upon completion of the project, as part of demobilization, the access roads, staging
27 areas, excavation spoils spread area shall be prepared, mulched and hydroseeded
28 with an approved seed mix per Section 8-02 to promote regrowth and stabilize soils.

29

30

31 **2-01.3 Construction Requirements**

32

33 **2-01.3(1) Clearing**

34

(*****)

35

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

37

- 38 1. Clean all log trucks, vehicles, and equipment of dirt/mud, seeds, and other plant parts
39 before it is moved onto the subject property.
- 40 2. Work within limits shown on Engineer's Plans (see Appendix A) and limit tracking of
41 equipment and turnarounds to the extent of the identified limits shown on plans.
- 42 3. No trees or wetland vegetation shall be removed unless they are shown and noted to
43 be removed on the plans or as directly specified on-site by the Engineer or Contracting
44 Agency. Limit the removal of native bankline vegetation to the minimum amount
45 needed to construct the project. Retain as much as possible natural habitat features
46 like trees, stumps, logs, and large rocks. These natural habitat features may be moved
47 during construction, but they must be placed near the pre-project location before
48 leaving the job site or integrated into construction as directed by Engineer.

49

- 1 4. Obtain approval from the Engineer to trim vegetation, for the purpose of access or
- 2 constructability.
- 3 5. Protect, by fencing if necessary, all trees or native growth from any damage caused by
- 4 construction operations. Any fencing that must be removed to gain access to project
- 5 element locations must be replaced to the same condition as was observed pre-
- 6 project.
- 7 6. Install and maintain all necessary TESC materials as delineated in the most updated
- 8 TESC Plan.
- 9 7. All structures shall be installed entirely from the bank. Existing footbridge on property
- 10 cannot be used for vehicle or equipment passage. Contractor should note that access
- 11 to ELJ locations on the north side of the streambank can be accessed only via W.
- 12 Loertscher Road, private driveway and temporary access roads; access to ELJ
- 13 locations on the south side of the streambank can be accessed only via W. Winter
- 14 Creek Road, private driveway and temporary access roads.
- 15

16 **2-01.3(2) Grubbing**

17 (*****)

18
19 Section 2-01.3(2) is supplemented with the following:

20
21 No trees or wetland vegetation shall be removed unless they are shown and noted to be

22 removed on the plans or as directly specified on-site by the Engineer or Contracting

23 Agency. Trees (primarily alder) growing on the sides of the creek may need to be removed

24 prior to excavation activities. Removed trees shall be stockpiled and placed on finished

25 grade within the excavation limits.

26
27 Heavy machinery shall not travel outside the clearing limits, temporary construction access

28 routes, or designated staging area(s).

29
30 The Contractor shall work within the limits shown on the Engineer's Plans and limit tracking

31 of equipment and turnarounds to the extent of the identified limits. All structures shall be

32 installed entirely from the bank. Existing footbridge on property cannot be used for vehicle

33 or equipment passage. Contractor should note that access to ELJ locations on the north

34 side of the streambank can be accessed only via W. Loertscher Road, private driveway

35 and temporary access roads; access to ELJ locations on the south side of the streambank

36 can be accessed only via W. Winter Creek Road, private driveway and temporary access

37 roads.

38 39 40 **2-01.4 Measurement**

41 (*****)

42
43 Section 2-01.4 is supplemented with the following:

44
45 All clearing, grubbing, and roadside cleanup Work on this project is combined and made a part

46 of Bid item "Site Access & Staging", lump sum.

47
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51

1 **2-01.5 Payment**

2 (*****)

3

4 Section 2-01.5 is supplemented with the following:

5

6 “Site Access & Staging”, lump sum.

7

8 Payment for the actual Work of clearing, grubbing, and roadside cleanup work shall be paid
9 for as part of the lump sum Bid line item “Site Access & Staging”. The Contractor shall be
10 responsible for all clearing, grubbing, and roadside cleanup necessary to prepare access
11 roads, staging areas, and the staging of all materials and equipment necessary to construct
12 all project elements per the Engineer’s Plans. This includes, but is not limited to clearing,
13 grubbing, removing designated trees, stockpiling removed trees for use within the ELJ
14 locations. Payment for the actual Work of clearing, grubbing, and roadside cleanup work shall
15 be paid for as part of the Bid item “Site Access & Staging”, lump sum. No additional payment
16 will be made.

17

18 **Section 2-03, Roadway Excavation and Embankment**

19

20

21 **2-03.3 Construction Requirements**

22

23 **2-03.3(20) Site Excavation, Grading and Backfill**

24 **(New Section)**

25

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

27

28 **2-03.3(20)A Description**

29

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

31

- 32 1. Earthwork related to back channel and engineered log jam excavation, grading,
33 and compaction of backfill as required to achieve the lines and grades shown on
34 the Engineer’s Plans for the construction of the proposed restoration features.
- 35 a. Excavation at engineered log jam locations is dependent on contractor
36 selected means and methods of placing key logs and pilings. May be
37 required if other strategies for placing Large Woody Material (LWM)
38 (including pushing in with excavator pressure, etc) prove ineffective as
39 determined by Contracting Agency.
- 40 2. Back channel will be excavated as shown on the Engineer’s Plans.
- 41 3. Material excavated from back channel will be hauled per Section 2-04, machine
42 spread and compacted per Engineer’s Plans.
- 43 4. Other miscellaneous earthwork required to complete the Project with approval from
44 the Engineer.
- 45 5. Placing streambed sediments as delineated in Section 9-03 to the lines, grades,
46 thickness and depths shown in the Engineer’s Plans.

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2-03.3(20)B Definitions

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

2-03.3(20)C Quality Assurance

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

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

2-03.3(20)D Existing Conditions

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

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

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

2-03.3(20)E Earthwork - General

The Contractor shall notify the Contracting Agency at least 48 hours prior to any excavation. The Contractor shall excavate material encountered within the limits, lines, and grades specified on the Engineer's Plans and as staked by the Contracting Agency per Section 1-05.4. The Contractor shall maintain side slopes of excavations so that they remain stable and free of sloughing soil when possible. It is anticipated that there may be minor sloughing of soil when excavating near vertical incidental to construction of the back

1 channel until the affected slopes reach their natural angle of repose. The Contracting
2 Agency reserves the right, during progress of Work, to vary slopes, grades, and
3 dimensions of excavations or excavation placement areas from those specified in the
4 Engineer's Plans.

5
6 When excavating back channel, the Contractor shall construct in a manner that allows the
7 excavation area to remain isolated from the flow of Gosnell Creek. The point of connection
8 between the back channel excavation and surface water in Gosnell Creek should remain
9 in place until all other excavations have been completed.

10
11 Excavation on back channel slopes shall proceed downward, working from the top of slope
12 to toe of slope. As the Work progresses, it is anticipated that some slope material will
13 slough into the cut area. The Contractor shall remove this material and make a final pass
14 with the excavator bucket along the sections' edges when the excavation is completed to
15 help ensure that proper grades are achieved.

16
17 The Contractor shall not store any equipment within 5 horizontal feet of the upper edge of
18 any excavation or further as deemed necessary for safety reasons or permit conditions.

19
20 The Contracting Agency does not represent that excavation performed under these
21 Specifications can be made to or maintained at pay lines shown on the Engineer's Plans
22 or described in these Specifications. Removal of materials beyond indicated subgrade
23 elevations or dimensions without specific direction of the Contracting Agency is not
24 authorized. Unauthorized excavation, as well as remedial work directed by the Contracting
25 Agency, shall be at the Contractor's expense.

26
27 Excavated back channel materials shall be hauled and spread per Engineering plans and
28 as specified in 2-04.

29
30 The Contractor shall not excavate in frozen material without the written approval of the
31 Contracting Agency.

32
33 In performing the excavation, the Contractor shall pay particular attention to the conditions
34 of issued permits and authorizations requiring the minimization of turbidity and siltation
35 and adherence to water quality requirements.

36
37 Blasting is not allowed.

38
39

40 **2-03.4 Measurement**

41 (*****)

42

43 Section 2-03.4 is supplemented with the following:

44

45 Earthwork related to excavating the back channel. hauling and spreading of excavated
46 materials in the designated spoils area, and acquiring and placing streambed sediments is
47 included as part of the lump sum bid Line item "Back Channel Excavation Including Haul and
48 Spread". Contracting Agency estimates that 200 cubic yards of material will need to be
49 excavated to construct the back channel.

50

51 Earthwork related to acquiring and placing streambed sediments as delineated in Section 9-
52 03 and the Engineer's Plans will be paid for as part of the lump sum bid Line item "Back Channel

1 Excavation Including Haul and Spread”. Contracting Agency estimates that 15 cubic yards of
2 Streambed Sediment material will be required as part of “Back Channel Excavation Including
3 Haul and Spread”.

4

5 **2-03.5 Payment**

6 (*****)

7

8 Section 2-03.5 is supplemented with the following:

9

10 “Back Channel Excavation Including Haul and Spread”, lump sum.

11

12 Payment will be made as part of the Bid Line Item “Back Channel Excavation Including Haul
13 and Spread”. The lump sum bid price shall be full compensation for all time, labor, fuel,
14 equipment, and material necessary to excavate, grade, place and compact streambed
15 sediment backfill as required to achieve the lines and grades of the proposed back channel
16 shown on the Engineer’s Plans. This Bid Item also includes the hauling, spreading and
17 compacting of excavated material per Engineer’s Plans at the designated on-site, upland
18 spoils area. Approximately 200 cubic yards of material will need to be excavated to construct
19 this channel. All material excavated as part of back channel construction shall be hauled,
20 spread, and compacted at the designated on-site, upland spoils area per Engineer’s Plans
21 and Section 2-04. No additional payment shall be made.

22

23 Upland spoils area shall be stabilized per Engineer’s Plans and Section 8-02 prior to
24 demobilization. Payment made for the stabilization of the upland spoils area will be under the
25 lump sum bid Item “Cleanup & Demobilization”.

26

27 **Section 2-04, Haul**

28

29

30 **2-04.1 Description**

31 (*****)

32

33 Delete Section 2-04.1 in its entirety and replace it with the following:

34

35 This Work consists of transporting material excavated from the constructed back channel
36 to the designated on-site upland spoils area using access routes developed for project and
37 spreading to an average depth of 6” and compacted as delineated in Engineer’s Plans
38 (See Appendix A).

39

40

41 **2-04.4 Measurement**

42 (*****)

43

44 Delete Section 2-04.4 in its entirety and replace it with the following:

45

46 Hauling and spreading of excavated material from back channel construction is included
47 as part of in the lump sum bid Line item “Back Channel Excavation Including Haul and
48 Spread”. It is estimated that 200 cubic yards of material will need to be hauled and spread
49 per Engineering plans.

50

51 **2-04.5 Payment**

52 (*****)

1
2 Section 2-04.5 is supplemented with the following:

3
4 “Back Channel Excavation Including Haul and Spread”, lump sum.

5
6 Payment will be made as part of the Bid Line Item “Back Channel Excavation Including
7 Haul and Spread”. The lump sum payment for handling excavated back channel material
8 shall be full compensation for all labor and costs incurred for loading, transporting,
9 spreading and compacting excavated material at an on-site, upland spoils area as
10 delineated in Engineer’s Plans. No additional payment shall be made. See the Project
11 Specific Specifications for further details on this Bid Line Item.
12

13
14 **DIVISION 4**

15 **Bases**

16
17 **Section 4-04, Ballast and Crushed Surfacing**

18
19 **4-04.1 Description**

20 (*****)

21
22 This section is supplemented with the following:

23
24 This Work consists of constructing one course of crushed stone upon a prepared subgrade in
25 accordance with these Specifications in conformity with the lines, grades, depth and typical
26 cross-sections shown in the Engineer’s Plans or as established by the Engineer.
27

28 This Work consists of furnishing and placing crushed stone surfacing on existing gravel
29 roadway (W. Winter Creek Road) used for construction access. Surfacing will commence at
30 the intersection of W. Winter Creek Road and W. Delight Park Road and extend the length of
31 W. Winter Creek Road to the access point of the subject property. MCD estimates that
32 approximately 2300 LF of average 14’ width roadway will need to be surfaced after all large
33 equipment from the subject property has been demobilized and prior to final demobilization.
34

35 **4-04.2 Materials**

36 (*****)

37
38 This section is supplemented with the following:

39
40 Materials shall meet the requirements of the following section:

41
42 Crushed Surfacing – 9-03.9(3) for “Top Course and Keystone”
43

44 **4-04.3 Construction Requirements**

45 (*****)

46
47 **4-04.3(1) Equipment**

48 (*****)

49
50 Section 4-04.3(1) is deleted in its entirety and replaced with the following:

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All equipment necessary for the satisfactory performance of this construction shall be on the project and approved by the Engineer prior to beginning work.

4-04.3(4) Placing and Spreading

(*****)

Section 4-04.3(4) is deleted in its entirety and replaced with the following:

Each layer of surfacing material shall be spread by equipment that is approved by the Engineer. Equipment that causes segregation of the surfacing material during the spreading operation will not be allowed. Similar types of spreading equipment shall be used throughout the limits of the spreading operation.

The following nominal depth of compacted material shall not be exceeded in any one course without the approval of the Engineer:

Gravel Base – 0.35 foot

4-04.3(5) Shaping and Compaction

(*****)

Section 4-04.3(5) is deleted in its entirety and replaced with the following:

Immediately following spreading and final shaping, the surface material shall be compacted using vibratory compactors and/or rollers to the level of compaction approved by Engineer.

4-04.3(9) Hauling

(*****)

Section 4-04.3(9) is deleted in its entirety and replaced with the following:

Hauling equipment shall be routed over the Roadway in a manner to be most effective in the compacting of the surfacing. Hauling over the surfacing in the process of construction will not be permitted when, in the opinion of the Engineer, the effect will be detrimental.

4-04.3(10) Hours of Work

(*****)

Section 4-04.3(10) is deleted in its entirety and replaced with the following:

The Contractor shall arrange surfacing operations so that the placing of materials will be accomplished during daylight hours. Contractor will provide for traffic control and maintain access to private properties along W. Winter Creek Road.

4-04.4 Measurement

(*****)

Section 4-04.4 is deleted in its entirety and replaced with the following:

Crushed surfacing top course will be measured by the cubic yard. Measurement will be made in the hauling conveyance at the point of delivery on the Roadway. MCD estimates that 420 CY of material will be required for the delineated Work.

1 **4-04.5 Payment**

2 (*****)

3 Section 4-04.5 is deleted in its entirety and replaced with the following:

4

5 Payment will be made by the cubic yard (CY)

6

7 Payment will be made under the bid line item “W. Winter Creek Road Resurfacing”. The per
8 cubic yard CY payment shall be full compensation for all labor, fuel, equipment, materials and
9 related costs incurred for loading, transporting, handling, placement, spreading, compacting
10 and traffic control necessary to complete the Work. No additional payment shall be made.

11

12

13 **DIVISION 8**

14

15 **Miscellaneous Construction**

16

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

18

19

20 **8-01.3 Construction Requirements**

21

22 **8-01.3(1) General**

23 (*****)

24

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

26

27 Per Section 1-05.3, the Contractor shall develop and submit a Temporary Erosion and
28 Sediment Control (TESC) Plan (Section 8-01.3(1)A1, 8-01.3(1)B) and Spill Prevention,
29 Control, and Countermeasures (SPCC) Plan (Section 1-07.15(1) and 8-01.3(1)F) and
30 Stormwater Pollution Prevention Plan (SWPPP) to the Engineer. **These Plans are part of**
31 **the larger “Construction Work Plan”**. The Contractor shall be responsible for the
32 implementation and maintenance and performance of the TESC and SPCC plan
33 throughout the duration of the project. The Contractor shall keep a copy of the TESC and
34 SPCC Plans on site at all times during the project.

35

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

38

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

- 40 1. The WSDOT Temporary Erosion and Sediment Control Manual (keep on-site
41 at all times)
42 2. The Standard Construction Specifications
43 3. The Project Special Provisions
44 4. Volume II of Stormwater Management Manual for Western Washington

45

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

48

1 All erosion control materials that will remain onsite must be composed of 100%
2 biodegradable materials.
3
4 Straw used for erosion and sediment control, must be certified free of noxious weeds and
5 their seeds. Hay is not acceptable.
6
7 All straw material shall be Certified Weed-Free Straw using North American Weed
8 Management Association (NAWMA) standards or the Washington Wilderness Hay and
9 Mulch (WWHAM) program run by the Washington State Noxious Weed Control Board.
10 Information can be found at www.nwcb.wa.gov.
11
12 The WWHAM program is now run by the Washington State Department of Agriculture's
13 (WSDA) Plant Services Program. Current program information can be found at
14 [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)
15 [certification-programs/wwham](https://agr.wa.gov/services/licenses-permits-and-certificates/plant-permits-and-certification-programs/wwham)
16
17 In lieu of Certified Weed-Free Straw, the Contractor shall submit documentation that the
18 materials is steam or heat treated to kill seeds, or shall submit U.S., Washington State, or
19 other states' Department of Agriculture laboratory test reports, dated within 90 days prior
20 to the date of application, showing that there are no viable seeds in the straw.
21
22 The Contractor shall limit machinery movement to construction areas defined on the
23 Engineer's Plans or identified as acceptable by the Contracting Agency or Engineer. Every
24 reasonable effort shall be made to conduct the activities shown in the Engineer's Plans in
25 a manner that minimizes the adverse impact on water quality, fish and wildlife, and the
26 natural environment.
27
28 No visible and measurable sediment or pollutant shall exit the site, enter a public right-of-
29 way or be deposited into any water body or storm drainage system.
30
31 Stabilize **all** exposed soil following ground disturbing activity prior to demobilization or if
32 work is stopping for thirty (30) or more days. Stabilize with native seeding and 3-inch thick
33 layer of medium compost or straw mulch.
34
35 Erosion control seeding and noxious weed free straw mulching shall take place prior to
36 demobilization.
37
38 Inspect equipment daily for leaks and complete any required repairs in an upland location
39 before using the equipment in or near the water.
40
41 All equipment shall be thoroughly cleaned to remove petroleum residue, grease, oil, dirt,
42 and noxious weed seeds prior to transport to the site.
43
44 The Contractor shall anticipate high groundwater conditions in and around the creek. The
45 Contractor is responsible for determining the need for, designing, procuring, installing,
46 using, and removing any equipment mats needed to allow for equipment operation
47 sufficient to construct the project.
48
49 Activities shall be designed and constructed to avoid and minimize adverse impacts to
50 waters of the United States to the maximum extend practical through the use of practical
51 alternatives. Alternatives that shall be considered include those that minimize the number
52 and extent of in-water work. No equipment crossing of wetted channels are permitted.

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At no time shall sediment-laden waters be discharged or pumped directly into the subject river, stream, or wetland. Water shall be discharged in accordance with requirements set forth in the project permits and/or specifications.

Fueling and servicing of equipment will be confined to an established staging area that is at least 150 feet from open water or wetlands. Spill containment systems shall be adequate to contain all fuel leaks.

All equipment operating in or near the water shall utilize readily biodegradable vegetable-based hydraulic fluids. These are vegetable oils, synthetic esters, and polyalkylene glycols.

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 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.

Oil absorbent pads and personnel trained in spill prevention and control will be on site during all heavy equipment operations.

The Contractor shall comply with all Sediment, Erosion and Pollution Containment requirements stipulated in WDFW HPA 2025-6-434+01.

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:

Per Section 1-05.3 the Contractor shall develop and submit a Temporary Erosion and Sediment Control (TESC) Plan to the Engineer for approval. **The TESC Plan is submitted as part of the larger “Construction Work Plan”**. 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 Control Manual and be adaptively managed throughout. The Contractor shall develop a schedule for implementation of the TESC work and incorporate it into the Contractor’s progress schedule. An TESC Plan template and guidance information is available at <https://wsdot.wa.gov/engineering-standards/environmental-guidance/stormwater-water-quality>

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

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

16 17 18 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

19 (*****)

20
21 The list in the second paragraph in Section 8-01.3(1)B is supplemented with the
22 following:

- 23
24 5. Maintain an on-site TESC plan that reflects current site conditions and work
25 methods. Provide weekly updates to the Project Engineer.
- 26
27 6. Identify arising needs for adaptive management and/or BMPs which were not
28 originally identified in the TESC plan. Coordinate all proposed TESC activities
29 with the Project Engineer.
- 30
31 7. Attend all weekly construction meetings and provide an update on current and
32 planned TESC activities.
- 33
34 8. Ensure that all necessary Best Management Practices (BMP) are identified,
35 implemented and maintained throughout construction.
- 36
37 9. Oversee the installation and maintenance of all TESC control BMP's to ensure
38 continued performance of their intended function. Damaged or inadequate BMP's
39 shall be corrected immediately through coordination with the Engineer.

40 41 **8-01.3(1)C1 Disposal of Dewatering Water**

42
43 Delete the first paragraph and replace with the following:

44
45 Dewatering sumps and discharge pumps may be used to maintain dry conditions for
46 the construction of the ELJ's below the OHWM and, if necessary, within the excavation
47 footprint of the back channel and at the location of the ELJ in the newly constructed
48 back channel. The isolation and dewatering system will be designed to minimize
49 erosion at the downstream end of the work area. Turbid water produced from within an
50 isolated site will be pumped to an approved, adjacent vegetated upland area, above
51 the limits of anticipated floodwater, in a manner that avoids possible reentry of turbid
52 waters to the mainstem river. See Section 8-31 for more information.

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

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

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

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

Limit the use of equipment waterward of the ordinary high water line to that necessary to gain position for the work or for placement of project elements.

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)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). The SPCC Plan shall be submitted as part of the “Construction Work Plan” per Section 1-05.3. 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

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

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

If temporary seeding and mulching is necessary per the opinion of the Engineer , areas to be treated shall be seeded with a native pasture seed mix suitable for the site and region and mulched (noxious weed free straw) applied by the Contractor in minimum 3” lift prior to movement of equipment, materials and labor to subsequent Work element. The proposed composition, proportion, and quality of seed mix shall be approved by the Engineer prior to application. Payment for all labor, materials, and equipment necessary for temporary seeding and mulching areas disturbed by construction activities is a part of the Bid Line Item “Erosion Control and Water Pollution Prevention”, lump sum.

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 labor, supplies and material necessary to develop, submit for approval, and revise, as necessary per Contracting Agency review the TESC plan are paid as part of the lump sum bid item “Construction Work Plan”. No additional payment will be made.

All materials, equipment, and labor necessary to implement, and adhere to the Contractor’s TESC Plan and SPCC Plans and for other Work delineated in Section 8-01 shall be paid for as part of the lump sum Bid Item “Erosion Control and Water Pollution Prevention.” Payment will be made for this Bid Line Item as a Lump Sum. No additional payment will be made.

8-01.5 Payment

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

Delete this section and replace it with the following:

Payment will be made for the following Bid items:

“Construction Work Plan” (1.05-3), lump sum. No additional payment will be made
“Erosion Control and Water Pollution Prevention”, lump sum. No additional payment will be made.

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

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3
4 **8-02.3 Construction Requirements**

5
6 **8-02.3(3) Weed and Pest Control**

7 (*****)

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

10
11 Chemical pest management and/ or weed control shall not be used on this project
12 without approval from the Engineer or Contracting Agency.

13
14 **8-02.3(3)A Chemical Pesticides**

15 (*****)

16
17 Section 8-02.3(3)A is supplemented with the following:

18
19 Chemical pesticides shall not be used on this project without approval from the
20 Engineer or Contracting Agency.

21
22 **8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation**

23
24 **8-02.3(5)A Seeding Area Preparation**

25 (*****)

26
27 Revise this section to read:

28
29 The Contractor shall prepare seeding areas as follows:

- 30
31 1. Remove all excess material, debris, stumps, and rocks greater than 3 inches in
32 diameter from areas to be seeded. Dispose of removed materials offsite.
33 2. Compacted soils in the staging area(s) and temporary construction access route(s)
34 shall be decompacted and returned to uniform grade, even with the surrounding areas,
35 leaving no holes or mounds over 3-inches in depth or height. Any areas compacted by
36 construction activities shall be decompacted.
37 3. Excavated material from back channel transported to on-site upland spoils area shall
38 be spread evenly per Engineering Plans to an average depth of 6" and blended into
39 existing grade at extents such that no finished slopes over 3:1 is present and
40 compacted via equipment tracking.

41
42 **8-02.3(9) Seeding, Fertilizing, and Mulching**

43
44 **8-02.3(9)B Seeding and Fertilizing**

45
46 Section 8-02.3(9)B is supplemented with the following:

47
48 Decommissioned temporary access routes, staging area(s), back channel excavated
49 material upland spoils and spread area, back channel disturbed area and ELJ
50 construction sites shall be **hydroseeded** with a **native pasture seed mix** suitable for
51 the site and region that has at least one quick-establishing plant species. The total
52 estimated area to be hydroseeded is 1.6 acres. The proposed composition, proportion,

1 and quality of seed mix shall be approved by the Contracting Agency prior to
2 application of hydroseed.

3
4 Hydroseed shall be applied within seven days of site preparation.

5
6 Other areas not delineated above or in Engineer's Plans with exposed earth shall be
7 (re)treated per 8-01.3.(2) prior to demobilization.

8
9

10 **8-02.4 Measurement**

11 (*****)

12

13 Delete this section and replace it with the following:

14

15 All materials, fuel, equipment, and labor necessary to restore, hydroseed and mulch the
16 staging area(s), temporary construction access route(s), back channel excavated materials
17 upland spoils area as delineated in the Engineer's Plans or any other areas with exposed
18 earth associated with construction activities shall be paid for under Bid Line Item "Cleanup &
19 Demobilization." Payment will be made for this Bid Line Item as a lump sum.

20

21

22 **8-02.5 Payment**

23 (*****)

24

25 Delete this section and replace it with the following:

26

27 Payment will be made for Bid Line Item "Cleanup & Demobilization," lump sum.

28

29 The lump sum Contract price for Bid Line Item "Cleanup & Demobilization" shall be full
30 compensation for labor, material, equipment, hydroseed and fuel necessary to restore areas
31 impacted by construction, access and staging activities and upland spoils area to its original
32 condition or better, to the satisfaction of the Engineer and as defined in Section 8-02. No
33 additional payment shall be made.

34

35 **Section 8-28 Vacant**

36 (*****)

37

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

39

40 **Section 8-28, Habitat/Complexity ELJ and Back Channel ELJ**

41 (*****)

42

43

44 **8-28.1 Description and Purpose**

45

46 In general, engineered log jam (ELJ) habitat and complexity structures provide habitat
47 enhancement and promote desirable geomorphic processes. This section includes furnishing
48 and installation of timber piles for ELJ and large woody debris (LWD) structures. Specific
49 benefits include but are not limited to hydraulic refuge, cover, food, and shading for the benefit
50 of fish species. The Large Woody Material (LWM) habitat structure placements include the
51 types of ELJs:

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1. "Habitat/Complexity ELJ" – 25-foot-wide pile supported and bank ballasted structure intended to provide habitat and flow complexity within the mainstem of Gosnell Creek; composed of 11 rootwad logs (10 Key Logs and 1 Brace Log), 40 pieces of Racking and 10 CY of Slash; supported by 6 battered piles as shown on the Engineer's Plans.
2. "Back Channel ELJ" – 10-12-foot-wide bank ballasted log structure intended to provide habitat and minimize risk of headcutting within back channel; composed of 3 rootwad logs (Key Logs), 10 pieces of Racking and 3 CY of Slash as shown on the Engineer's Plans.

Note that all of the Work will take place away from existing infrastructure and will require the use of self-powered or generator-powered equipment; all equipment operated in or near natural waterways are subject to hydraulic permit conditions. The Contractor shall comply with these Specifications, the specific provisions of the Project HPA, and other environmental permits as applicable.

The Contractor shall work within work limits shown on Engineer's Plans and limit tracking of equipment and turnarounds to the extent of the identified limits.

The Contractor shall furnish all materials, equipment, and labor necessary for placing LWM and constructing the ELJs as indicated on the Engineer's Plans and as described in the Specifications. Work may include the following but is not limited to:

1. Working along the riverbanks, floodplain, and floodplain channels.
2. Embedding timber piles below the creek bed to the depths indicated on the Drawings.
3. Cutting LWM members, as necessary, to the dimensions indicated on the Engineer's Plans and as described in the Specifications, or as directed by the Engineer.
4. Bank/upland excavation, backfilling and compaction to achieve embedment requirements of ELJ elements as shown on the Engineer's Plans and described in these Specifications.
 - a. Contractors may elect to embed LWM (Key Logs and Brace Logs) into streambanks with excavator pressure or vibratory pile driver as long as finished structure elements meet required minimum embedments, invert and top elevations, extents and configuration as shown in Engineer's Plans. This includes placement of racking and slash material as shown in Engineer's Plans.
5. Pile driving as indicated on the Engineer's Plans and as described in Division 9 of the Specifications.

8-28.2 Materials

1. Key logs, brace logs, slash, racking and small woody debris shall be sourced and furnished from locally available materials meeting the requirements in Section 9-37 of the Specifications.
2. As possible, the Contractor shall salvage materials from on site during site clearing and grubbing activities as described in the Specifications.
3. Timber piles shall meet the requirements indicated on the Engineer's Plans and as described in Section 9-10 of the Specifications.

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8-28.3 Quality Assurance

The Contracting Agency reserves the right to inspect and direct the woody material placement throughout the construction process. Any defects noted shall be corrected by Contractor to the satisfaction of the Contracting Agency.

8-28.4 Construction Requirements

The Contractor shall work within the limits shown on the Engineer’s Plans and limit tracking of equipment and turnarounds to the extent of the identified limits. All structures shall be installed entirely from the bank. Existing footbridge on property cannot be used for vehicle or equipment passage. Contractor should note that access to ELJ locations on the north side of the streambank can be accessed only via W. Loertscher Road, private driveway and temporary access roads; access to ELJ locations on the south side of the streambank can be accessed only via W. Winter Creek Road, private driveway and temporary access roads.

The Contractor is responsible for installing the ELJ and LWM habitat structures at the locations, elevations, and extents indicated on the Engineer’s Plans. The location of the structures may vary from the Engineer’s Plans at the direction of the Engineer.

The ELJ structures shall be installed to the depths and elevations shown on the Engineer’s Plans or as directed by Contracting Agency.

Key log installation methods shall be at the Contractor’s discretion provided that the required bank embedment depths are met. Potential methods of installation include pushing into the soil with excavator pressure, excavation and backfill, or vibratory hammer. Installation by blasting, mudding, or jetting shall not be allowed.

Pile and LWM installation means and methods shall be at the Contractor’s discretion provided that the required embedment/burial/base and top elevation depths are met. Potential methods of installation of piles and LWM include pushing into the soil with an excavator, excavation to structure base elevation, placement of LWM and backfill, or vibratory hammer. Installation by blasting, mudding, or jetting shall not be allowed.

Per Engineer’s Plans, Brace Logs shall be placed after all Key Logs have been adequately secured within bank.

Racking and slash shall be placed as a base layer below portions of the structure that will remain above ground and interwoven into structure as subsequent layers are placed as delineated in Engineer’s Plans or as directed by Contracting Agency.

Slash shall be interwoven into interstitial structure spaces as layers are completed as delineated in Engineer’s Plans or as directed by Contracting Agency.

The Contractor shall implement water diversion and care of water measures, as necessary, to remain in compliance with approved Construction Work Plan, construction permit conditions and requirements. Measures may include, though are not limited to surface water diversion, cofferdam isolation, and dewatering.

The Contractor shall place the individual members of woody material comprising the bottom layer of the structures to the bottom design elevations indicated on the Engineer’s Plans.

1 Variations in diameter of the woody material members may require localized adjustments to
2 the bottom grade. See Sections 8-01 and 8-31 for more information.
3
4 The natural variations in woody material may cause members to roll, pitch, and/or yaw when
5 placed atop another member. Dry-fit placement of members shall be performed to ensure a
6 snug and stable fit.
7
8 Individual members of woody material may require field cutting to maintain the structure
9 alignment and design elevations. Field cutting of rootwad logs shall be allowed only as
10 approved by the Engineer.
11
12 In addition, the Contractor shall meet the requirements of the following for specific LWM
13 features and work tasks in the project.
14
15 **8-28.4(1) Installation of the “Habitat/Complexity ELJs”**
16
17 As described in Section 8-28.1 and shown on the Engineer’s Plans, timber pile supported
18 ELJ structures are proposed in the mainstem of Gosnell Creek.
19
20 If surface water is present at the location of this structure, dewatering, isolation, and fish
21 exclusion per the specifications of Section 8-31 must be completed to comply with the
22 Permit requirements.
23
24 Per Engineer’s Plans, “Brace Logs” shall be placed after all Key Logs have been placed
25 within the stream bank.
26
27 Battered piles will be placed to “pin” and secure the “Brace Log” of the pile supported ELJ
28 at the direction of the Engineer and to the minimum depths delineated in the Engineer’s
29 Plans.
30
31 It is anticipated that the Contractor will either excavate the Habitat/Complexity ELJ
32 structure footprint, place layers of racking, slash and “Key Logs” and backfill and compact
33 the embedded portion of the structure **or**, as possible, drive “Key Logs” into bank with
34 excavator pressure or vibratory pile driver prior to driving piles. Piles shall be installed in
35 the locations identified on the Engineer’s Plans and as approved/directed by the Engineer.
36
37 Racking shall be placed as a base layer below portions of the structure that will remain
38 above ground prior to placing base layer “Key Logs” and interwoven into structure as
39 subsequent layers are placed as delineated in Engineer’s Plans. All structure finish invert
40 elevations, height and width are to be per Engineer’s Plans or as directed by the Engineer.
41
42 Slash shall be interwoven into interstitial structure spaces as layers are completed as
43 delineated in Engineer’s Plans or as directed by Engineer.
44
45 Per Engineer’s Plans, Brace Logs shall be placed after all Key Logs have been adequately
46 secured within bank.
47
48
49
50
51

1 **8-28.4(2) Installation of the “Back Channel ELJ”**

2
3 If surface water is present at the location of this structure, dewatering per the specifications
4 of Section 8-31 must be completed, if necessary to comply with the Permit requirements.
5 If no surface water is present, dewatering of groundwater intrusion may likely be necessary
6 within the back channel excavation.
7

8 It is anticipated that the Contractor will either excavate the Back Channel ELJ footprint,
9 place layers of “Key Logs” and backfill and compact the embedded portion of the structure
10 **or** drive “Key Logs” into the bank to required embedment depths with excavator pressure
11 or vibratory pile driver.
12

13 Racking and slash shall be placed as a base layer below portions of the structure that will
14 remain above ground prior to placing base layer “Key Logs” and interwoven into structure
15 as subsequent layers are placed as delineated in Engineer’s Plans. All structure finish
16 invert elevations, height and width are to be per Engineer’s Plans or as directed by the
17 Engineer.
18

19 Racking and slash shall be interwoven into interstitial structure spaces as layers are
20 completed as delineated in Engineer’s Plans and as directed by the Engineer.
21

22 **8-28.4(3) Completion**

23
24 Temporary site stabilization per Section 8-01.3(2) is required immediately after completing
25 construction at specific structure locations.
26
27

28 **8-28.5 Payment**

29
30 Payment will be made in accordance with Section 1-04.1 for the following:

- 31
32
 - “Habitat/Complexity ELJ Construction”, per each
 - 33 • “Back Channel ELJ Construction”, per each

34

35 The bid item price shall be on a “per each” structure basis for completion of Habitat/Complexity
36 ELJs and Back Channel ELJ. This includes all materials, fuel, labor, and equipment required
37 for construction of the ELJs as shown on the Engineer’s Plans and described in these
38 Specifications. No additional payment shall be made.
39
40
41

42 **Section 8-31, Temporary Stream Diversion (TSD)**

43
44 **8-31.1 Description**

45 (*****)

46
47 Section 8-31.1 is supplemented with the following:
48

49 This Work shall include procuring, delivering, installing, operating, removing, and
50 disposing of temporary measures (BMPs) required to excluding fish from, and isolate and
51 dewater the work area(s) as delineated in the Contractor developed and Contracting

1 Agency approved TSD Plan. The purpose of the Work is to protect water quality, fish and
2 other aquatic organisms from construction-related physical harm and turbidity impacts.
3 Locations where isolation of the work area will be required, unless water quality standards
4 can be met without isolation, include but are not limited to:
5 1. Isolation, dewatering, and fish exclusion to construct 9 engineered log jams (ELJs)
6 within the bed and banks of Gosnell Creek.
7 2. Isolation, as needed to excavate and construct the back channel; specifically at the
8 connection point of the back channel and Gosnell Creek.
9

10 **This Work includes the implementation of a Temporary Stream Diversion Plan (TSD)**
11 **by the Contractor that must be submitted within 30 days of signing of the**
12 **Construction Contract with the Contracting Agency and approved by the Project**
13 **Engineer prior to project mobilization.** All plans, means, and methods used by the
14 Contactor to isolate the in-water work area shall be in accordance with all local, state, and
15 federal regulations as well as any project permits and these provisions. (See WSDOT
16 **Standard Specifications 8-31.3(2) for detailed information on the preparation of a**
17 **TSD Plan)**
18

19 The Contractor shall work within the limits shown on the Engineer's Plans and limit tracking
20 of equipment and turnarounds to the extent of the identified limits. All structures shall be
21 installed entirely from the bank. Existing footbridge on property cannot be used for vehicle
22 or equipment passage. Contractor should note that access to ELJ locations on the north
23 side of the streambank can be accessed only via W. Loertscher Road, private driveway
24 and temporary access roads; access to ELJ locations on the south side of the streambank
25 can be accessed only via W. Winter Creek Road, private driveway and temporary access
26 roads.
27
28

29 **8-31.2 Materials**

30 (*****)

31
32 Section 8-31.2 is supplemented with the following:
33

34 The Contractor shall provide all materials, fuel, labor and equipment necessary to
35 construct, operate, maintain and ultimately remove and dispose of offsite, the specific
36 BMPs required for all temporary stream diversions as delineated in the Contractor
37 prepared and Contracting Agency approved TSD Plan. Specific BMPs may include but are
38 not limited to: silt curtains, turbidity barriers, pumps, piping, drains, well points, sumps,
39 wells, and other facilities for the control, collection, and disposal of groundwater or surface
40 water for the proper construction of all Work specified herein. Cofferdams, Supersacks or
41 water diversions shall be installed as necessary at individual structure locations in Gosnell
42 Creek to meet water quality standards and exclude aquatic species during in-water work.
43 The dewatering system shall prevent loss of fines, boiling, quick conditions, and softening
44 of foundation strata and shall maintain stability of excavation bottoms. Applicable
45 provisions of the Hydraulic Project Approval (HPA), Water Quality Certification (WQC),
46 Temporary Stream Diversion (TSD) Plan, Temporary Erosion and Sediment Control Plan
47 (TESC) and Spill Prevention, Control and Countermeasures Plan (SPCC) are incorporated
48 into this specification by reference.
49

50 Processes falling within the umbrella of dewatering may include dewatering, or removal
51 and control of groundwater from pores or other open spaces in soil or rock formations, to
52 allow construction activities to proceed as intended and includes relief of groundwater

1 pressure. Dewatering includes control and removal of ponded, seeping, or flowing surface
2 and/or groundwater, and from precipitation within and adjacent to construction zones using
3 channels, ditches, gravel drains, gravel blankets, pipes, sumps, pumps, and discharge
4 lines. Special dewatering involves dewatering by single or multiple stage well points or
5 deep wells which is not anticipated for the proposed Work.
6

7 Regarding cofferdams, isolation “In-the-Dry” refers to construction activities occurring in or
8 adjacent to a water body with minimal disturbance to the wetted channel. Turbidity
9 generated within the water body should be minimal. Isolation “In-the-Wet” refers to
10 construction activities occurring almost exclusively within and directly impacting the wetted
11 channel. There is risk of significant turbidity being generated within the water body.
12

13 Specific materials for cofferdams in shallow water shall be bulk bags or Ecology blocks
14 lined with plastic sheeting or equivalent as proposed by the Contractor and approved by
15 the Contracting Agency. Where site isolation in deep water greater than 3 to 4 feet is
16 required, full river diversion onto the floodplain may be proposed and floating silt curtains
17 and/or straw bales or equivalent may be required to manage turbidity. If bulk bags (e.g.,
18 Super Sacks) are used as cofferdams for worksite isolation, then the Contractor must fill
19 the bags with streambed gravels or imported “clean” pea gravel to minimize impacts to the
20 water body. If a bag is damaged during installation or removal, damaged bulk bags must
21 be repaired or replaced. When bulk bags become unnecessary, they must be emptied and
22 the stream gravels returned to the system. **Any imported material used to fill bags shall
23 be removed from the site after use.**
24

25 The materials and construction of water diversions, dewatering wells, and any required
26 observation wells shall be selected by the Contractor and its water diversion and
27 dewatering specialist. The Contractor shall submit a **Temporary Stream Diversion (TSD)**
28 **Plan** which details the design and operation of the required BMPs (**See WSDOT Standard**
29 **Specifications 8-31.3(2) for detailed information**), The Contractor shall **submit the**
30 **Plan within 30 days of signing of the Construction Contract with the Contracting**
31 **Agency and be approved by the Project Engineer prior to project mobilization.**
32

33 34 **8-31.3 Construction Requirements**

35 36 **8-31.3(1) General** 37 **(*****)**

38
39 Section 8-31.3(1) is supplemented with the following:
40

41 All construction work shall be done in accordance with the BMPs identified in the approved
42 TSD, TESC and SPCC Plans. All coffer dam construction and other water control activities
43 shall comply with all local, state, and federal regulations, including the requirements of the
44 Washington Department of Fish and Wildlife (WDFW) HPA.
45

46 **8-31.3(1)A General TSD Requirements** 47 **(*****)**

48
49 Section 8-31.3(1)A is supplemented with the following:
50

51 The Contractor shall isolate the work area as required to protect Gosnell Creek from
52 turbidity impacts during construction activities. Dewatering activities may also be required

1 in the Gosnell Creek floodplain in areas that are hydraulically connected to the main
2 channel at the time of construction. The Contractor shall be responsible for installing and
3 maintaining the work items so that they function as intended throughout the duration of the
4 construction work. The water diversion and dewatering system shall be operated
5 continuously, 24 hours per day, 7 days per week, until each structure affected by the water
6 diversion and/or dewatering have been satisfactorily constructed as approved by the
7 Engineer. Wherever special dewatering is used, the dewatering system shall lower the
8 groundwater level in the work area to at least 1 foot below bottom grade. Positive
9 measures shall be taken to prevent floatation or uplift of partially completed structures until
10 they are able to sufficiently resist water pressures. The pumping and dewatering
11 operations shall be carried out in such a manner that no disturbance to the bearing soil or
12 to soil supporting overlying and adjacent structures from this or any other work will result.
13 The Contractor shall provide complete primary and standby equipment and power sources
14 available for immediate operation as may be required to adequately maintain the
15 dewatering system if it were to become inadequate or fail.

16
17 When controlling groundwater seepage, water level should be lowered to at least 1 foot
18 below the required subgrade elevation. This water level should be maintained until all work
19 below the groundwater level rises slowly and uniformly around each structure.

20
21 Discharged dewatering water shall be directed into settling basins or elevated floodplain
22 areas where silts and sediments may be settled or filtered prior to entry into waterways or
23 other property. Sediment filter bags may also be used. At streamside construction and
24 other locations where siltation or erosion may occur, hay-bale silt fencing and/or other
25 control measures shall be installed as required to control and prevent siltation. Erosion
26 control measures are required at all pump or other diversion outlets such that discharge
27 from outlets does not cause erosion or turbidity.

28
29 The turbidity of the water at water quality monitoring locations designated downstream of
30 the work areas shall not exceed water quality standards and shall be monitored at a
31 location and frequency by an approved sampler that comply with permit requirements. If
32 turbidity or sediment from the work area is found to be impacting Gosnell Creek at levels
33 that may constitute a violation of any water quality requirements or permit conditions, the
34 Contractor shall stop work to allow dissipation of turbidity or sediment until water quality
35 returns to within the relevant water quality standards.

36
37 Prior to recommencing work, the Contractor's Certified Erosion and Sediment Control
38 Lead (CESCL) and the Contracting Agency will identify measures to control turbidity.
39 Measures may include but not necessarily be limited to:

- 40
- 41 1. Conducting an inspection of all controls to identify any potential problems.
42 Immediately repair and/or replace any controls found not to be effective;
 - 43 2. Augmenting existing controls, as necessary;
 - 44 3. Altering work methods and/or means, as necessary, to prevent any further
45 occurrences of violations in water quality; and
 - 46 4. After performing all the above, work activities may be continued provided water
47 quality conditions are met.

48
49 **8-31.3(3) Fish Block Net Installation and Fish and Aquatic Species Exclusion**
50 **(*****)**

51
52 The first paragraph in Section 8-31.3(3) is deleted and replaced with the following:

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The Contractor shall notify the Contracting Agency a minimum of 7 working days prior to starting any in-stream construction or isolation activities shall make the stream isolation area safe and accessible, to **allow the Contracting Agency to conduct fish exclusion and rescue activities**. In-water work shall not commence until the isolated area(s) have been de-fished. Fish exclusion activities will be required at all ELJ locations in the mainstem of Gosnell Creek and may be required at the connection point between the back channel and Gosnell Creek.

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 labor, supplies and material necessary to develop, submit for approval, and revise, as necessary per the Contracting Agency’s review of the TSD Plan shall be paid for as a part of the lump sum Bid Item “Construction Work Plan”. All plans, means, and methods used by the Contactor to isolate the in-water work area shall be in accordance with all local, state, and federal regulations as well as any project permits and these provisions. This Work is paid **as part of the lump sum bid item “Construction Work Plan”**. No additional payment will be made.

All materials, fuel, equipment, and labor necessary to implement, and adhere to the approved TSD Plan shall be paid for as part of the lump sum Bid Item “Temporary Stream Diversion.” This includes but may not be limited to: procuring, installing, operating, and maintaining the temporary stream diversion and isolating the Work area from flowing water prior to, and during construction as well as removal and disposal of all TSD elements after the structure is complete. Payment will be made for this Bid Line Item as a Lump Sum. No additional payment will 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 items:

- “Construction Work Plan” (see Section 1.05-3), lump sum. No additional payment will be made
- “Temporary Stream Diversion”, lump sum. No additional payment will be made.

DIVISION 9

Materials

Section 9-03 Aggregates

1 **9-03.9(3) Crushed Surfacing**

2 (*****)

3 Supplement Section 9-03.9(3) with the following:

4

5 This Section applies to the materials to be used as part of the per CY bid Line item "W. Winter
6 Creek Road Resurfacing" bid line item.

7

8 Crushed surfacing shall be manufactured from ledge rock, talus, or gravel in accordance with
9 the provisions of Section 3-01 of the Standard Specifications. The material shall be uniform
10 in quality and substantially free from wood, roots, bark, and other extraneous material and
11 shall meet wht following test requirements:

12 Los Angeles Wear, 500 Rev. 35 percent max.
13 Degradation Factor – Top Course 25 min.

14 Crushed surfacing of the various classes shall meet the following requirements for grading
15 and quality when placed in hauling vehicles for delivery to the roadway, or during manufacture
16 and placement into a temporary stockpile. The exact point of acceptance will be determined
17 by the Engineer.

Sieve Size	Top Course and Keystone
	Percent Passing
1-1/4"	-
1"	-
3/4"	99-100
5/8"	-
1/2"	80-100
No. 4	46-66
No. 40	8-24
No. 200	10 max
% Fracture	75 min.
Sand Equivalent	40 min.

18

19

20 **9-03.11 Streambed Aggregates**

21 (*****)

22

23 Supplement Section 9-03.11 with the following:

24

25 Streambed aggregates shall be naturally occurring water rounded aggregates. Aggregates
26 from quarries, ledge rock, and talus slopes are not acceptable for these applications.
27 Streambed aggregates shall meet the following test requirements for quality:

28

Aggregate Property	Test Method	Requirement
Degradation Factor	WSDOT T 113	15 min
Los Angeles Wear, 500 Rev.	AASHTO T 96	50% max.
Bulk Specific Gravity	AASHTO T 85	2.55 min.

29

30

31 Material for streambed aggregates shall be free of deleterious material. Deleterious material
32 includes manufactured wood products, organic waste, coal, charcoal, or any other extraneous
33 or objectionable material. At the discretion of the Engineer, the percent of deleterious

1 materials may be determined visually or be tested in accordance with AASHTO T 194 or
2 AASHTO T 267.

3
4 Contracting Agency estimates that 250 cubic yards of material will be required as part of the
5 bid line item "W. Winter Road Resurfacing". See Section 4-04 for more information.

6
7
8
9 **9-03.11(1) Streambed Sediment**

10 (*****)

11 Supplement Section 9-03.11(1) with the following:

12
13 Streambed sediment shall meet the following requirements for grading. If the Contractor
14 proposes an alternate gradation, the Contractor shall submit a Type 2 Working Drawing
15 consisting of 0.45 power maximum density curve of the proposed gradation. The alternate
16 gradation shall closely follow the maximum density line and have Nominal Aggregate Size of
17 no less than 1-1/2 inches or no greater than 3 inches. The exact point of acceptance will be
18 determined by the Engineer.

Sieve Size	Percent Passing
2-1/2"	99-100
2"	85-100
1"	50-82
1/2"	26-68
No. 40	10-20
No. 200	5.0 -10.0

19
20 All percentages area by weight. The portion of sediment retained on 1/2" sieve shall not contain
21 more than 0.2 percent wood waste.

22
23 Contracting Agency estimates that 15 cubic yards of material will be required as part of the bid
24 line item "Back Channel Excavation including Haul". See Section 2-03 for more information.

25
26
27 **Section 9-10, Piling**

28 (*****)

29
30 Delete in their entirety all subsections within Section 9-10 and replace them with the following:

31
32
33 **9-10.1 Description and Purpose**

34
35 This section describes the requirements and materials to drive timber piles into the creek bed
36 substrate and floodplain to anchor the large woody material (LWM) and engineered log jam
37 (ELJ) habitat features as described in Section 8-28 and stabilize these structures against
38 hydraulic forces.

39
40 Pile installation methods shall be at the Contractor's discretion provided that the required
41 embedment depths are met. Potential methods of installation include pushing into the soil with
42 excavator pressure, excavation and backfill, or vibratory hammer. Installation by blasting,
43 mudding, or jetting shall not be allowed.

1
2 All piles shall be round, untreated timber piles and shall be Douglas Fir with a bending capacity
3 of greater than 2,000 psi. Piles shall be free from defects, cracks, and splitting at the time of
4 driving. Piles shall be at least 12 inches in diameter at the butt end and have a maximum
5 taper of 1 inch per 10 feet. Pile logs shall have a minimum length of 20 feet or as specified
6 per structure, in the Engineer's Plans.

7
8 For other requirements of these structures, see Section 9-37 for rootwad requirements
9

10 **9-10.2 References and Standards**

11
12 Commercial Standards:

- 13 1. ASTM D25 Round Timber Piles
- 14 a. As modified in Section 9-10.4(1) below.

15 **9-10.3 Submittals**

16
17 The Contractor shall provide written notification to the Contracting Agency of the scheduled
18 date for commencing of pile driving at the site at least 1 week in advance of that date.

- 19 1. With notification, the Contractor shall provide information including make, model, and
20 rated driving energy for the proposed pile-driving attachment that will be effective in
21 achieving the required embedment depths of piles, as well as details of collars, shoes,
22 splices, cushion blocks, and related items.

23 **9-10.4 Materials**

24
25 This section describes the requirements for timber piles. These timber piles will be used in the
26 construction of ELJs and Large Woody Material (LWM) in the mainstem of Gosnell Creek.
27

28 **9-10.4(1) Piles**

- 29 1. Timber piles shall be round and untreated.
 - 30 2. Timber piles shall be Douglas fir harvested in Western Washington.
 - 31 3. Timber piles should not be more than 1 year old from the time of harvest to installation.
 - 32 4. Timber piles shall have a diameter of 12 inches, measured at the butt end, and be 20
33 feet long.
 - 34 5. Timber piles shall have a maximum taper of 1 inch per 10 feet.
 - 35 6. Timber piles shall not be cut shorter than the length requirements on the Drawings and
36 these Provisions.
 - 37 7. Timber piles shall conform to the requirements of ASTM D25, with the following
38 exceptions:
 - 39 a. Piles shall be non-treated.
 - 40 8. Piles shall consist of sound wood, free of decay, insect attack, sharp bends, or crooks.
41 A straight line from the center of the butt to the center of the tip shall lie entirely within
42 the body of the pile.
 - 43 9. Spiral grain shall not exceed 180 degrees of twist when measured over any 15-foot
44 section of the pile.
- 45
46
47
48
49
50
51

10. Piles shall be free of large knots, knot clusters, unsound knots, holes, large cracks, shakes and splits, or any defect that would impair their strength or durability.

9-10.5 Construction Requirements

9-10.5(1) Execution

Pile installation methods shall be at the Contractor's discretion provided that the required embedment depths are met. Potential methods of installation include pushing into the soil with excavator pressure or vibratory hammer. Installation by impact hammer, blasting, mudding, or jetting shall not be allowed.

1. The Contractor shall furnish tools, equipment, and incidentals as necessary for the satisfactory driving/placement of piles as indicated.
2. Piles shall be accurately located and driven either vertically or to the prescribed batter as indicated in plans or as directed by Contracting Agency.
3. Variations
 - a. Piles with greater variation and those determined by the Engineer to be seriously damaged in driving or placement shall be removed or cut off and replaced with new piles.
4. Any pile heaved by the subsequent driving of adjacent piles shall be re-driven.
5. Piles, after driving, shall not be out of position by more than 1 foot, and all correction costs shall be paid by the Contractor.
6. Piles, after approval of installation (and of any rootwad log layers in the ELJs) shall be cut to a maximum of 4 feet above the top layer in ELJs at a 10-degree angle for 50 percent of the pile diameter, then broken. No flat cuts are allowed unless otherwise approved by the Engineer.

9-10.5(2) Driving Equipment

Pile Driver shall meet the requirements below. The Contractor shall consult with the manufacturer of the hammer attachment and the excavator to which it is attached so as to document that the equipment meets the manufacturer's specified operating conditions and provide recommendations to improve performance, including engine power, operating pressure, flow rate, and hydraulic oil reservoir size if necessary. The Contracting Agency reserves the right to require the Contractor to have all pile-driving equipment tested, at no expense to the Contracting Agency, by a certified equipment manufacturer/mechanic to ensure that equipment is operating properly, and meeting manufactures technical specifications.

If equipment does not meet the manufacturer's specifications, the Contracting Agency reserves the right to require the contractor to make modifications to the equipment or bring functional equipment onsite at no cost to the Contracting Agency.

1. Vibratory Pile Hammers
 - a. Vibratory hammer must have the capability to grip piles up to 20-feet long and 12-inches in diameter.
 - b. Vibratory hammer shall weigh no less than 5,200 pounds and have a maximum pressure setting of at least 4,400 lb.
 - c. When gripping, piles shall be maneuvered and gripped such that the wood is not split or otherwise structurally compromised during driving.
 - d. If pile head begins to emit smoke during driving, operations should be stopped to allow the equipment and timber time to cool.

- 1 e. Vibratory hammer must be capable of top driving piles in addition to side
- 2 gripping, increasing downward energy and driving capability.
- 3
- 4 2. Impact Hammers
- 5 a. **Impact hammers are not allowed**
- 6
- 7 3. Excavator
- 8 a. If site conditions allow and minimum embedment depths can be achieved, piles
- 9 may be “pushed” into stream bed.
- 10 b. Excavator “pushing” shall not cause the pile to be split or otherwise structurally
- 11 compromised.
- 12

13 **9-10.5(3) Pile Approval Requirements and Refusal Definition**

14 Piles shall be driven to the design embedment depth shown on the Drawings.

15
16
17 If the Contractor cannot meet the required embedment for the piles, the Contractor must
18 provide evidence of pile refusal to the Engineer for approval before proceeding. This
19 evidence may include any of the following; however, none of the following guarantees
20 approval.

- 21
- 22 1. Evidence of bedrock or other resistant layer impeding the driving of piles.
- 23 2. Repeatedly breaking piles at a consistent depth. A single pile breaking will not
- 24 suffice and must be removed and a new pile driven.
- 25 3. Less than 3 inches of progress for any individual pile over 1 hour of constant
- 26 driving.
- 27

28 Approval of pile refusal for one pile does not relinquish the Contractor’s responsibility for
29 driving the other piles in a LWM or ELJ feature. Contractor shall make all attempts to drive
30 each pile to design depth.

31 32 33 **Section 9-37, Large Woody Materials** 34 **(New Section)**

35 36 **9-37.1 Description and Purpose**

37
38 This section describes the requirements and materials of the rootwad logs, racking material
39 and slash required to construct the LWM and ELJ habitat/complexity structures as described
40 in Section 8-28 and as shown on the Drawings. For other material requirements of these
41 structures, see Section 9-10 for Timber Pilings.

42
43 The Contractor shall furnish all the required quantity of LWM, timber piles, racking and slash,
44 transport handle these materials to and from staging area(s) and within the Project site to
45 specific ELJ structure locations. The Contractor shall provide equipment necessary to install
46 all LWM as shown on the Engineer’s Plans and described in Sections 8-28 and 9-10.

47
48 The Contractor shall be in control and manage the LWM, timber piles, racking and slash from
49 harvest/procurement through the course of Work on this Project. The collection of materials
50 and the execution of all operations required under the Drawings and/or Specifications shall be
51 subject to the approval of the Contracting Agency. The Contracting Agency shall have the right
52 to reject any materials and any and all Work that, in its opinion, does not meet the requirements

1 of the Contract Documents during any stage of construction. All rejected materials shall be
2 removed from the site by the Contractor at the Contractor's expense.

3 4 **9-37.3 Definitions**

5
6 **Large woody material (LWM):** Natural logs (Key Logs and Brace Logs), racking and slash
7 meeting the dimensions and characteristics indicated on the Drawings and described in
8 the Specifications.

9
10 **Engineered Log Jam (ELJ):** LWM placed in accordance with engineered plans to form a
11 cohesive structure.

12
13 **Members:** Individual pieces of LWM.

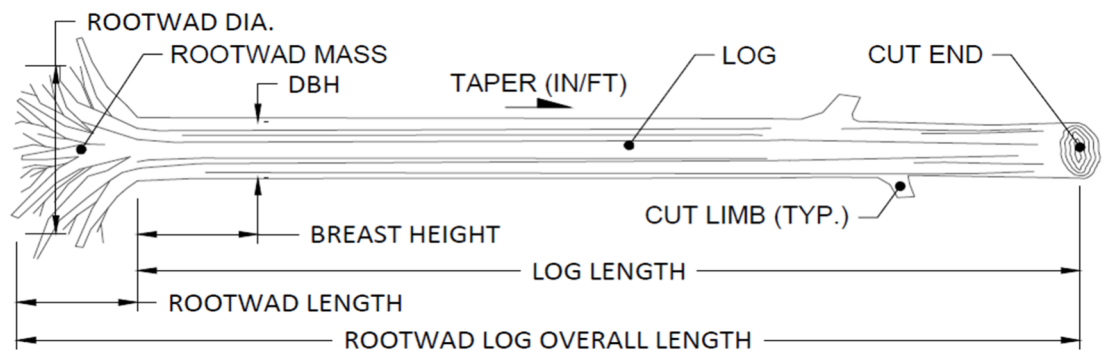
14
15 **Bole:** The trunk of a tree.

16
17 **Slash:** Branches, small trees, and other small woody material with a diameter greater than
18 2 inches and less than 4 inches with a maximum length of 6 feet, used to fill interior voids
19 of LWM structures and in racking areas upstream of the ELJs.

20
21 **Racking:** Small trees with branches or large branches of woody material with a diameter
22 greater than 4 inches and less than 8 inches with lengths varying from 10-15 feet. Used
23 primarily as base material in ELJ construction.

24
25 **Rootwad mass:** The roots and the flared portion of the tree transitioning between the
26 rootwad mass and the bole.

27
28 **Rootwad log:** LWM that includes an intact rootwad mass connected to a portion of the
29 bole of the tree. Rootwad logs are typically produced by removing an entire tree, including
30 the rootwad mass from the ground, removing the limbs, and cutting the log to a specified
31 length. The principal features and dimensions of a rootwad log are shown below:



45 46 47 **9-37.4 Vacant**

48 49 50 **9-37.5 Quality Assurance**

51

- 1 Materials and products shall meet the specified requirements as described in these
2 Specifications.
3
4 1. The Contractor shall be responsible for the care and management of the LWM
5 inventory.
6 2. Materials that are damaged by the Contractor and no longer meet the requirements
7 indicated on the Drawings and described in the Specifications may be rejected by the
8 Contracting Agency. All rejected materials shall be removed from the site by the
9 Contractor at the Contractor's expense

10
11

12 **9-37.6 Storage and Handling**

13

14 Requirements for all LWM for ELJs:

15

- 16 1. It is the Contractor's responsibility to ensure that the materials are transported to and
17 throughout the site in a manner that does not damage or adversely affect the materials.
18 Damaged materials may be rejected by the Contracting Agency, at no additional cost
19 to the Contracting Agency.
20 2. The Contractor shall be responsible for ensuring that the total quantity and quality of
21 products is transported to the stockpile staging area, unloaded, and grouped or clearly
22 marked according to their length for easy identification for constructing ELJs. Some
23 minor clearing may be required within the stockpile area to create sufficient space for
24 unload and stockpile activities.

25

26 Requirements for **LWM, racking and slash**:

27

- 28 1. Products shall be stored in the Project's stockpile staging area and storage areas as
29 indicated on the Drawings or otherwise approved by the Contracting Agency. LWM for
30 ELJs should not be more than one year old from the time of harvest. Slash and racking
31 for ELJs shall not be more than six months old from the time of harvest.
32 2. LWM, slash and racking shall be stored in such a way to preserve the integrity and
33 vitality of the material until its final use in the construction of ELJs. Actions to preserve
34 LWM, slash and racking material may include but are not limited to covering the
35 material with plastic to retain moisture and protect from drying out.
36 3. The Contractor shall be responsible for ensuring that the materials are stored and
37 handled in a manner that does not damage or adversely affect the materials. Damaged
38 materials may be rejected by the Contracting Agency, at no additional cost to the
39 Contracting Agency.
40 4. The Contractor shall replace, at no additional cost to the Contracting Agency, products
41 that are damaged, stolen, and/or do not meet the requirements indicated on the
42 Drawings and as described in the Specifications.
43 5. The Contractor shall handle the products with equipment appropriate for the task.
44 Handling shall not damage the products.
45 6. The Contractor shall place LWM, slash and racking into position using appropriate
46 equipment and methods and shall not drop LWM into position.
47 7. Handling and moving LWM, slash and racking shall not damage existing features,
48 utilities, fencing, or landscapes.

49

50 Storage and Handling Requirements for **timber piles**:

51

- 1 1. Products shall be stored in the Contractor's staging and storage areas as indicated on
2 the Drawings or otherwise approved by the Contracting Agency. Timber piles should
3 not be more than one year old from the time of harvest.
- 4 2. The Contractor shall be responsible for ensuring that the materials are stored and
5 handled in a manner that does not damage or adversely affect the materials. Damaged
6 materials may be rejected by the Contracting Agency, at no additional cost to the
7 Contracting Agency. All rejected materials shall be removed from the site by the
8 Contractor at the Contractor's expense
- 9 3. The Contractor shall replace, at no additional cost to the Contracting Agency, products
10 that are damaged, stolen, and/or do not meet the requirements indicated on the
11 Drawings and as described in the Specifications.
- 12 4. The Contractor shall handle the products with equipment appropriate for the task.
13 Handling shall not damage the products.
- 14 5. The Contractor shall place timber piles into position for driving/placement using
15 appropriate equipment and methods and shall not drop timber piles into position.
- 16 6. Handling and moving timber piles shall not damage existing features, utilities, fencing,
17 or landscapes.

18
19

20 **9-37.7 Products**

21

22 Onsite sourced LWM as a part of clearing activities may be used for ELJ and LWM habitat
23 features as slash and racking materials upon approval of Engineer. On-site sourced trees shall
24 only be removed as required for Access and Staging areas. All trees removed as part of
25 clearing greater than 8 inches in diameter shall be used as supplemental LWM and shall have
26 rootwads preserved intact.

27

28 **9-37.7(1) Rootwad Logs (Brace Logs and Key Logs)**

29

- 30 1. Rootwad logs shall be Douglas fir, western red cedar, Sitka spruce and/ or western
31 hemlock that was harvested in Western Washington.
- 32 2. Rootwad logs shall not be more than one year old from the time of harvest.
- 33 3. All rootwad logs shall be of the diameter and length as indicated on the Drawings.
- 34 4. Rootwad logs shall have an intact rootwad mass.
- 35 5. The diameter of the rootwad logs shall be measured 4 feet from the base.
- 36 6. Rootwad logs shall have a diameter not less than -2 inches and not more than
37 +3 inches from the diameter indicated on the Drawings, measured at breast height.
- 38 7. The length of the rootwad logs shall be measured from the location at which the
39 rootwad mass has tapered into the log to the end of the log. Rootwad logs that exceed
40 the lengths indicated in these Specifications and on the Drawings may be hewed to fit
41 as approved by the Contracting Agency.
- 42 8. Rootwad logs shall be from sound stock and appropriate for structural constructions.
43 The trunk of the logs shall be reasonably straight and uniform, and free of excessive
44 bends, bulges, and limbs that will impede the placement of additional logs in the
45 applicable structure. Logs exhibiting breakage, rot, splitting, holes, pest infestation,
46 foreign objects/finishes, vandalism, burn, and other damages are not allowed may be
47 rejected by the Contracting Agency.
- 48 9. Rootwad masses shall be reasonably uniform and full. Rootwad logs shall be free of
49 soil and debris prior to transport onto the subject property.
- 50 10. Limbs shall be trimmed to within 1 inch of the face of the log. Limbs do not include the
51 root mass of rootwad logs.

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11. For logs with rootwads, the minimum rootwad diameter shall be 4-ft. The rootwad diameter shall be measured with the tree on its side and the measurement from the ground to the top of the continuous rootwad excluding root segments less than 2” that protrude beyond the average circumference of the rootwad (Figure 2). Roots of rootwad logs shall be evenly distributed around the bole such that there is no more than a 1-ft variation in length of major roots as measured from the center of the bole. Diameter of major roots shall be at least 3” as measured at the specified diameter. Sufficient number and diameter of major roots shall exist such that the root wad can be set on the ground in any orientation and maintain the specified minimum diameter.

The Contracting Agency or Authorized Representative may reject any or all of the LWM that does not comply with the Specifications or has been damaged during shipping or upon delivery.

9-37.7(2) Slash

Slash shall consist of a random assortment of branches, trees, brush, and treetops of the following native species: Douglas fir (*Pseudotsuga menziesii*), western red cedar (*Thuja plicata*), western hemlock (*Tsuga heterophylla*), coniferous trees, or various hardwood trees harvested in Western Washington. Slash shall not be more than six months old from the time of harvest. No more than 50% of hardwood species shall be used. The needles shall be left intact to the extent possible given the mechanics of handling Slash. The maximum diameter of any piece of Slash shall be 4 inches and minimum 2 inches. The maximum length of any piece of Slash shall be 6 feet. Slash shall not contain any material which causes turbidity.

9-37.7(3) Racking

Racking shall consist of a random assortment of small trees with branches, or large branches of the following native species: Douglas fir (*Pseudotsuga menziesii*), western red cedar (*Thuja plicata*), western hemlock (*Tsuga heterophylla*), coniferous trees, or various hardwood trees harvested in Western Washington. Racking shall not be more than six months old from the time of harvest. No more than 50% of hardwood species shall be used. The needles shall be left intact to the extent possible given the mechanics of handling. The maximum diameter of any piece of racking shall be 8 inches and minimum 4 inches. The length of any piece of Racking shall be between 10 and 15 feet. Racking shall not contain any material which causes turbidity.

1 **PROJECT SPECIFIC SPECIFICATIONS**

2
3 **Mobilization**

4 **(Bid Line Item 1)**

5 (*****)

6
7 The Contractor shall begin Mobilization to the Project Site on a mutually agreed upon date
8 between early July 2026 and July 16, 2026. No work at or below the OHWM shall take place
9 before July 16, 2026.

10
11 All equipment shall be washed prior to mobilization to the Project Site to minimize the
12 introduction of foreign materials and fluids to the project site. All equipment shall be free of
13 oil, hydraulic fluid, and diesel fuel leaks. To prevent invasion of noxious weeds or the spread
14 of whirling disease spores, all equipment shall be power washed or cleaned to remove mud
15 and soil prior to mobilization into the project area. It will be the contractor's responsibility to
16 ensure that adequate measures have been taken.

17
18 Mobilization for this Project shall include all activities and associated costs for the
19 transportation and setup of the Contractor's equipment, personnel, and supplies to the Project
20 Site for the execution of the work to fulfill the requirements of the scope of work in this contract.

21
22 Contractor should note that access to ELJ locations on the north side of the streambank can
23 be accessed only via W. Loertscher Road, private driveway and temporary access roads;
24 access to ELJ locations and back channel construction area on the south side of the
25 streambank can be accessed only via W. Winter Creek Road, private driveway and temporary
26 access roads.

27
28 The lump sum bid price for "Mobilization" shall be full payment for all time, labor, material, and
29 equipment required to complete this Work as specified. No additional payment shall be made.

30
31
32 **Construction Work Plan**

33 **(Bid Line Item 2)**

34 (*****)

35
36 This item is for all labor and materials related to the development, submittal and potential
37 Contracting Agency required revisions to a Construction Work Plan. Not later than 30 days
38 after signing of the Construction Contract with the Contracting Agency, the Contractor shall
39 submit a written "Construction Work Plan". The Notice to Proceed (NTP) will not be issued nor
40 is any physical work to be performed at the site until the Construction Work Plan is reviewed,
41 revised as necessary and approved by the Contracting Agency. The "Construction Work Plan"
42 shall include at a minimum:

- 43
44 1. A list of construction personnel and the supervisory chain of responsibility proposed.
45 2. A list of all proposed equipment to be used for the project including, as necessary pile
46 driving attachments.
47 3. Access, Staging and Stockpile Plan - The Access, Staging, and Stockpile Plan shall
48 include explicit consideration of the Construction Plans, working in and around the
49 OHWM, an active farming operation and specific strategies that will be used to
50 minimize impacts to onsite wetlands, riparian buffers and critical areas.

- 1 4. A detailed construction schedule - **The Contractor shall submit a Type A Progress**
2 **Schedule**. The schedule may be a critical path method (CPM) schedule, bar chart, or
3 other standard schedule format. Regardless of which format is used, the schedule shall
4 identify the critical path. The Engineer will evaluate the Type A Progress Schedule and
5 approve or return the schedule for corrections within 15 calendar days of receiving the
6 submittal. The Type A Progress Schedule shall include explicit consideration of work
7 at or below the OHWM and provisions of the WDFW HPA.
- 8 5. Erosion Control and Water Pollution Plan (including, but not limited to):
9 i. Temporary Erosion and Sedimentation Control Plan (8-01.3(1)A)
10 ii. Spill Prevention, Control, and Countermeasures Plan (8-01.3(1)F, 1-
11 07.15(1))
- 12 6. Temporary Stream Diversion Plan (8-31)
- 13 7. Accident Prevention Program (APP) and Safety Plan
- 14 8. A Signed Statement Acknowledging Special Provision 1-07.5(1)

15
16 The lump sum bid price for “Construction Work Plan” shall be full payment for all time, labor,
17 material, and equipment required to complete this Work as specified. No additional payment
18 shall be made.

21 **Site Access & Staging**

22 *(Bid Line Item 3)*

23 *(*****)*

24
25 Payment for the actual Work of clearing, grubbing, and roadside cleanup work shall be paid
26 for as part of the lump sum Bid line item “Site Access & Staging”. The Contractor shall be
27 responsible for all clearing, grubbing, and roadside cleanup necessary to prepare access
28 roads, staging areas, and the staging of all materials and equipment necessary to construct
29 all project elements per the Engineer’s Plans and as described in Section 2-01. This includes,
30 but is not limited to clearing, grubbing, removing designated trees, stockpiling removed trees
31 for use within the ELJ locations. Payment for the actual Work of clearing, grubbing, and
32 roadside cleanup work shall be paid for as part of the Bid item “Site Access & Staging”, lump
33 sum. No additional payment will be made.

34
35 The Contractor shall be solely responsible for having utilities located prior to construction
36 activities.

37
38 The Contracting Agency shall stake the limits of disturbance prior to construction.

39
40 All disturbed areas outside the limits of disturbance shall be restored to original condition or
41 better at no additional cost to the Contracting Agency.

42
43 Contractor should note that access to ELJ locations on the north side of the streambank can
44 be accessed only via W. Loertscher Road, private driveway and temporary access roads;
45 access to ELJ locations and back channel construction area on the south side of the
46 streambank can be accessed only via W. Winter Creek Road, private driveway and temporary
47 access roads.

48
49 The lump sum bid price for “Site Access & Staging” shall be full payment for all time, fuel,
50 labor, material, and equipment required to complete this Work as specified. No additional
51 payment shall be made.

52

1
2 **Erosion Control and Water Pollution Prevention**

3 **(Bid Line Item 4)**

4 **(*****)**

5
6 This item is for the on-the-ground **implementation and adherence** to the SPCC Plan (1-
7 07.15(1) and 8-01.3(1)F) and TESC Plan (8-01.3(1)A) approved by the Contracting Agency.
8 All pollution prevention and erosion control materials, equipment, and labor necessary to
9 implement and maintain the BMPs specified in the SPCC and TESC Plans including
10 monitoring effectiveness of BMPs and completing improvements as necessary are a part of
11 this item.

12
13 The lump sum bid price for “Erosion Control and Pollution Prevention” shall be full payment
14 for all time, labor, material, and equipment required to complete this Work as specified. No
15 additional payment shall be made.

16
17 **It should be noted that the development, submittal and integrating any required**
18 **Contracting Agency revisions of the Temporary Erosion and Sedimentation (TESC) and**
19 **Spill Prevention, Control, and Countermeasures (SPCC) Plans are paid as part of the**
20 **lump sum Bid Item “Construction Work Plan” and costs associated with development**
21 **of these Plans are not be included in this Bid Line Item.**

22
23
24 **Temporary Stream Diversion**

25 **(Bid Line Item 5)**

26 **(*****)**

27
28 This item is for the on-the-ground **implementation and adherence** to the Temporary Stream
29 Diversion (TSD) Plan approved by the Contracting Agency. All pollution prevention and
30 erosion control materials, equipment, and labor necessary to implement and maintain the
31 BMPs specified in the SPCC and TESC Plans including monitoring effectiveness of BMPs and
32 completing improvements as necessary are a part of this item.

33
34 **This Work includes the implementation of a Temporary Stream Diversion Plan (TSD) by**
35 **the Contractor that must be submitted within 30 days of signing of the Construction**
36 **Contract with the Contracting Agency and approved by the Project Engineer prior to**
37 **project mobilization.** The creation and submittal of the TSD Plan is paid for as a part of Bid
38 Line Item “Construction Work Plan”. All plans, means, and methods used by the Contactor to
39 isolate the in-water work area shall be in accordance with all local, state, and federal
40 regulations as well as any project permits and these provisions. **(See WSDOT Standard**
41 **Specifications 8-31.3(2) for detailed information on the preparation of a TSD Plan)**

42
43 Contractor should note that access to ELJ locations on the north side of the streambank can
44 be accessed only via W. Loertscher Road, private driveway and temporary access roads;
45 access to ELJ locations and back channel construction area on the south side of the
46 streambank can be accessed only via W. Winter Creek Road, private driveway and temporary
47 access roads.

48
49 The lump sum bid price for “Temporary Stream Diversion” shall be full payment for all time,
50 labor, material, and equipment required to complete this Work as specified. No additional
51 payment shall be made.

1
2 It should be noted that development, submittal and integrating any required
3 Contracting Agency revisions to the Temporary Stream Diversion (TSD) Plan is paid as
4 part of the lump sum Bid Item “Construction Work Plan”. Costs associated with the
5 development of this Plan are not be included in this Bid Line Item.
6
7

8 **Back Channel Excavation Including Haul and Spread**

9 *(Bid Line Item 6)*

10 *(*****)*

11
12 This item is for all time, labor, material and equipment necessary to excavate, load, haul and
13 spread the material excavated from the 160-LF back channel. Excavated material from the
14 back channel shall spread at the designated upland on-site spoils area as delineated in the
15 Engineer’s Plans and these Specifications. This item of work includes but is not limited to:

- 16
17 1. Earthwork related to back channel excavation, grading, and compaction of streambed
18 sediment backfill as required to achieve the lines and grades shown on the Engineer’s
19 Plans for the construction of the proposed back channel.
- 20 2. Material excavated from back channel will be hauled per Section 2-04, machine spread
21 and compacted per Engineer’s Plans.
- 22 3. Other miscellaneous earthwork required to complete the back channel with approval
23 from the Engineer.
24

25 Contractor should note that the back channel construction and upland on-site spoils areas are
26 on the south side of the streambank, which can be accessed only via W. Winter Creek Road,
27 private driveway and temporary access roads.
28

29 The lump sum bid price for “Back Channel Excavation Including Haul and Spread” shall be full
30 compensation for all time, labor, fuel, equipment, and material necessary to excavate, grade,
31 place and compact streambed sediment backfill as required to achieve the lines and grades
32 of the proposed back channel shown on the Engineer’s Plans. Also included as a part of this
33 Bid Line Item is the haul, spread and compaction of back channel excavated material, per
34 Engineer’s Plans and Section 2-04, at the designated on-site, upland spoils area.
35 Approximately 200 cubic yards of material will need to be excavated to construct this channel
36 and 10 CY of streambed sediments will be applied to back channel per Engineer’s Plans. No
37 additional payment shall be made.
38
39

40 **Habitat/Complexity ELJ Construction**

41 *(Bid Line Item 7)*

42 *(*****)*

43
44 This item is for the construction of LWD Habitat/Complexity Structures as delineated in the
45 Engineer’s Plans and these Specifications. Each of the nine (9) “Habitat/Complexity ELJs” are
46 25-foot-wide, pile-supported, bank ballasted ELJ’s located in the main stem of Gosnell Creek.
47 These structures are composed of rootwad logs (Key Logs and Brace Logs), racking and slash
48 material, and supported by six (6) piles as shown on the Engineer’s Plans. The Contractor is
49 responsible for installing the ELJ structures at the locations, elevations, depths, and extents
50 indicated on the Engineer’s Plans (the location and/or configuration of the structures may vary
51 from the Engineer’s Plans under the direction of the Engineer).
52

1 Pile and LWM installation methods shall be at the Contractor's discretion provided that the
2 required embedment/burial/base elevation depths are met and all permit conditions are
3 followed. Potential methods of installation of piles and LWM include pushing into the soil with
4 an excavator, excavation to structure base elevation, placement of LWM and backfill, or
5 vibratory hammer. Installation by impact hammer, blasting, mudding, or jetting shall not be
6 allowed. See Sections 8-28 and 9-10 for more information.

7
8 The Contractor shall implement water diversion and care of water measures, as necessary, to
9 remain in compliance with construction permit conditions and requirements. Measures may
10 include, though are not limited to surface water diversion, cofferdam isolation, and dewatering.
11 All control measures shall be in accordance with Contracting Agency approved TESC Plan,
12 SPCC Plan and TSD Plan as well as in compliance with project permit requirements.

13
14 The Work to construct these structures will take place away from existing infrastructure and
15 may require the use of self-powered or generator-powered equipment; all equipment operated
16 in or near natural waterways may be subject to hydraulic permit conditions. The Contractor
17 shall comply with the specific provisions of the Project HPA.

18
19 The Contractor shall work within work limits shown on Engineer's Plans and limit tracking of
20 equipment and turnarounds to the extent of the identified limits. Contractor shall comply with
21 all elements of the Contractor developed and Contracting Agency approved Access and
22 Staging Plan.

23
24 Contractor should note that access to ELJ locations on the north side of the streambank can
25 be accessed only via W. Loertscher Road, private driveway and temporary access roads.
26 Access to ELJ locations and back channel construction area on the south side of the
27 streambank can be accessed only via W. Winter Creek Road, private driveway and temporary
28 access roads.

29
30 The Contractor shall furnish all materials, equipment, fuel and labor necessary for the
31 placement of woody material as indicated on the Engineer's Plans and as described in the
32 Specifications.

33
34 The Contractor shall install woody material to the locations, extents, elevations, lines, and
35 grades indicated on the Engineer's Plans and as described in the Specifications.

36
37 The **Per Each** Bid unit price for "Habitat/Complexity ELJ Construction" shall be full
38 compensation for all time, labor, fuel, and equipment necessary to transport LWM, slash and
39 racking from staging area to ELJ construction location, excavate, grade, pile drive, place LWM
40 and compact backfill as required to achieve the lines and grades of **each** Habitat/Complexity
41 ELJ as shown on the Engineer's Plans and delineated in these Specifications. No additional
42 payment shall be made.

43 44 45 **Back Channel ELJ Construction**

46 ***(Bid Line Item 8)***

47 ***(*****)***

48
49 This item is for all time, labor, material and equipment necessary to construct the "Back
50 Channel ELJ". The one (1) "Back Channel ELJ" is a 10-12-foot-wide, bank ballasted ELJ
51 located in the new back channel of Gosnell Creek. This ELJ is composed of rootwad logs (Key
52 Logs) as shown on the Engineer's Plans. The Contractor is responsible for installing the ELJ

1 structure at the locations, elevations, depths, and extents indicated on the Engineer's Plans
2 (the location and/or configuration of the structures may vary from the Engineer's Plans under
3 the direction of the Engineer).
4
5 LWM installation methods shall be at the Contractor's discretion provided that the required
6 embedment/burial/base elevation depths are met. Potential methods of installation of LWM
7 include pushing into the soil with an excavator, excavation to structure base elevation,
8 placement of LWM and backfill, or vibratory hammer. Installation by impact hammer, blasting,
9 mudding, or jetting shall not be allowed.
10
11 The Contractor shall implement water diversion and care of water measures, as necessary, to
12 remain in compliance with construction permit conditions and requirements. Measures may
13 include, though are not limited to surface water diversion, cofferdam isolation, and dewatering.
14 All control measures shall be in accordance with Contracting Agency approved TESC Plan,
15 SPCC Plan and TSD Plan as well as in compliance with project permit requirements.
16
17 The Work to construct these structures will take place away from existing infrastructure and
18 may require the use of self-powered or generator-powered equipment; all equipment operated
19 in or near natural waterways may be subject to hydraulic permit conditions. The Contractor
20 shall comply with the specific provisions of the Project HPA.
21
22 The Contractor shall work within work limits shown on Engineer's Plans and limit tracking of
23 equipment and turnarounds to the extent of the identified limits. Contractor shall comply with
24 all elements of the Contractor developed and Contracting Agency approved Access and
25 Staging Plan.
26
27 The Contractor shall furnish all materials, equipment, fuel and labor necessary for the
28 placement of woody material as indicated on the Engineer's Plans and as described in the
29 Specifications.
30
31 The Contractor shall install woody material to the locations, extents, elevations, lines, and
32 grades indicated on the Engineer's Plans and as described in the Specifications.
33
34 The **Per Each** Bid unit price for "Back Channel ELJ Construction" shall be full compensation
35 for all time, labor, fuel, material, and equipment necessary to transport LWM, slash and racking
36 from staging area to ELJ construction location. Work under this Bid Line Item also includes all
37 time, labor, fuel, material, and equipment necessary to excavate, grade, drive, place LWM,
38 and compact backfill as required to achieve the lines and grades of **each** Back Channel ELJ
39 as shown on the Engineer's Plans and delineated in these Specifications. No additional
40 payment shall be made.

41
42 **W. Winter Creek Road Resurfacing**
43 **(Bid Line Item 9)**
44 **(*****)**
45

46 This Work consists of constructing one course of crushed stone upon a prepared subgrade in
47 accordance with Section 4-04 and as shown in the Engineer's Plans or as established by the
48 Engineer.
49

50 This Work consists of furnishing and placing crushed stone surfacing on existing gravel
51 roadway (W. Winter Creek Road) used for construction access. Surfacing will commence at
52 the intersection of W. Winter Creek Road and W. Elson Road and extend the length of W.

1 Winter Creek Road to the access point of the subject property. MCD estimates that
2 approximately 2300 LF of average 14' width roadway will need to be surfaced after all large
3 equipment from the subject property has been demobilized and prior to final demobilization.
4
5 Payment will be made under the per cubic yard (CY) bid line item "W. Winter Creek Road
6 Resurfacing". The per cubic yard (CY) payment shall be full compensation for all labor, fuel,
7 equipment, materials and related costs incurred for loading, transporting, handling, placement,
8 spreading, compacting and traffic control necessary to complete the Work. No additional
9 payment shall be made. MCD estimates that approximately 420 CY of crushed rock material
10 meeting these specifications will be required.
11

12 **Cleanup & Demobilization**

13 ***(Bid Line Item 10)***

14 ***(*****)***

15
16 This item includes all Work not otherwise specified to remove all excess construction
17 materials, equipment, tools, and other refuse from the Project site and clean the project area
18 after construction is complete. It also includes specified construction site stabilization
19 measures like: project access and staging decommissioning; project access and staging
20 stabilization; and back channel excavated material spoils area stabilization as Shown in the
21 Engineer's Plans and delineated in these Specifications (See Sections 8-01.3(2), 8-02.3(9)
22 and 8-02 for more information).
23

24 Additionally, the Contractor shall return all trees, stumps, logs, and large rocks that were
25 moved during construction back to their pre-project location before leaving the job site.
26

27 The Lump Sum bid price for "Cleanup & Demobilization" shall include all labor, fuel, equipment,
28 and material to clean, restore and stabilize the project area to its original condition or better to
29 the satisfaction of the Engineer. No additional payment shall be made.
30
31

32 **Key Log (Main Stem) (16"-18" x 15') log with rootwad, delivered**

33 ***(Bid Line Item 11)***

34 ***(*****)***

35
36 This item is for the harvest (or procurement), haul and staging of "Key Log (Main Stem)",
37 meeting the requirements of the Engineer's Plans and these Provisions (Section 9-37) for their
38 use in the construction of ELJs. Log and Woody Material Schedules and Quantity Summaries
39 are provided below.
40

41 The **Per Each (EA)** Bid unit price for "Key Logs (Main Stem)" shall be full compensation for all
42 time, material, labor, fuel, and equipment necessary to harvest (or procure), haul and stage at
43 the project staging area(s) each of these ELJ elements. No additional payment shall be made.
44
45

46 **Key Log (Back Channel) (16"-18" x 12') log with rootwad, delivered**

47 ***(Bid Line Item 12)***

48 ***(*****)***

49
50 This item is for the harvest (or procurement), haul and staging of "Key Log (Back Channel)",
51 meeting the requirements of the Engineer's Plans and these Provisions (Section 9-37) for their

1 use in the construction of ELJs. Log and Woody Material Schedules and Quantity Summaries
2 are provided below.

3
4 The **Per Each (EA)** Bid unit price for “Key Logs (Back Channel)” shall be full compensation
5 for all time, material, labor, fuel, and equipment necessary to harvest (or procure), haul and
6 stage at project staging area(s), store and adequately protect from damage each of these ELJ
7 elements. No additional payment shall be made.

8
9
10 **Brace Log (16”-18” x 25’) log with rootwad, delivered**

11 *(Bid Line Item 13)*

12 *(*****)*

13
14 This item is for the harvest (or procurement), haul and staging of “Brace Log”, meeting the
15 requirements of the Engineer’s Plans and these Provisions (Section 9-37) for their use in the
16 construction of ELJs. Log and Woody Material Schedules and Quantity Summaries are
17 provided below.

18
19 The **Per Each (EA)** Bid unit price for “Brace Log” shall be full compensation for all time,
20 material, labor, fuel, and equipment necessary to harvest (or procure), haul and stage at
21 project staging area(s), store and adequately protect from damage each of these ELJ
22 elements. No additional payment shall be made.

23
24
25 **Timber Pile (12” x 20’), delivered**

26 *(Bid Line Item 14)*

27 *(*****)*

28
29 This item is for the harvest (or procurement), haul and staging of “Timber Pile”, meeting the
30 requirements of the Engineer’s Plans and these Provisions (Section 9-10) for their use in the
31 construction of ELJs. Log and Woody Material Schedules and Quantity Summaries are
32 provided below.

33
34 The **Per Each (EA)** Bid unit price for “Timber Pile” shall be full compensation for all time,
35 material, labor, fuel, and equipment necessary to harvest (or procure), haul and stage at
36 project staging area(s), store and adequately protect each of these ELJ elements. No
37 additional payment shall be made.

38
39
40 **Slash (2”- 4” dia. x 6’ length), delivered**

41 *(Bid Line Item 15)*

42 *(*****)*

43
44 This item is for the harvest (or procurement), haul and staging of “Slash”, meeting the
45 requirements of the Engineer’s Plans and these Provisions (Section 9-37) for their use in the
46 construction of ELJs. Log and Woody Material Schedules and Quantity Summaries are
47 provided below.

48
49 The **Per CY** Bid price for “Slash” shall be full compensation for all time, material, labor, fuel,
50 and equipment necessary to harvest (or procure), haul and stage at project staging area(s),

1 store and adequately protect each CY of these ELJ elements. No additional payment shall be
 2 made.

3
 4 **Racking (4"-8" dia. x 15' length), delivered**
 5 **(Bid Line Item 16)**
 6 **(*****)**

7
 8 This item is for the harvest (or procurement), haul and staging of "Racking", meeting the
 9 requirements of the Engineer's Plans and these Provisions (Section 9-37) for their use in the
 10 construction of ELJs. Log and Woody Material Schedules and Quantity Summaries are
 11 provided below.

12
 13 The **Per Each (EA)** Bid unit price for "Racking" shall be full compensation for all time, material,
 14 labor, fuel, and equipment necessary to harvest (or procure), haul and stage at project staging
 15 area(s), store and adequately protect each of these ELJ elements. No additional payment shall
 16 be made.

17
 18 **Log and Woody Material Schedules and Quantity Summaries**

HABITAT/COMPLEXITY ELJ - LOG AND WOODY MATERIAL SCHEDULE AND QUANTITY SUMMARY							
LOG I.D.	DIAMETER* (INCHES)	LENGTH** (FT)	ROOTWAD (Y/N)	QUANTITY PER STRUCTURE	NUMBER OF STRUCTURES	TOTAL QUANTITY	NOTES
KEY LOG	16-18	15	Y	10	9	90	ROOTWAD LOGS
BRACE LOG	16-18	25	Y	1	9	9	MAY BE MULTIPLE LOGS WITH OVERLAPPED ENDS AND ROOTWAD AT UPSTREAM END
TIMBER PILES***	12	20	N	6	9	54	TURNED, CLEAN-PEELED
RACKING	4-8	10-15	N	40	9	360	TREES WITH BRANCHES
SLASH (CY)	2-4	≤ 6'	N	10	9	90	LIMBS AND BRANCHES
* MINIMUM DIAMETER AT BREAST HEIGHT (DBH) (1" PER 10' MAX TAPER)							
** TOTAL LENGTH INCLUDING ROOTWAD							
*** TURNED PILES (DIAMETER IS BUTT DIAMETER)							

BACK CHANNEL ELJ - LOG AND WOODY MATERIAL SCHEDULE AND QUANTITY SUMMARY							
LOG I.D.	DIAMETER* (INCHES)	LENGTH** (FT)	ROOTWAD (Y/N)	QUANTITY PER STRUCTURE	NUMBER OF STRUCTURES	TOTAL QUANTITY	NOTES
KEY LOG	16-18	15	Y	3	1	3	ROOTWAD LOGS
RACKING	4-8	10-15	N	10	1	10	TREES WITH BRANCHES
SLASH (CY)	2-4	≤ 6'	N	3	1	3	LIMBS AND BRANCHES
* MINIMUM DIAMETER AT BREAST HEIGHT (DBH) (1" PER 10' MAX TAPER)							
** TOTAL LENGTH INCLUDING ROOTWAD							
*** TURNED PILES (DIAMETER IS BUTT DIAMETER)							

19

PROJECT TOTAL - LOG AND WOODY MATERIAL SCHEDULE AND QUANTITY SUMMARY					
LOG I.D.	DIAMETER* (INCHES)	LENGTH** (FT)	ROOTWAD (Y/N)	TOTAL QUANTITY PER PROJECT	
KEY LOG (MAIN STEM)	16-18	15	Y	90	
KEY LOG (BACKCHANNEL)	16-18	12	Y	3	
BRACE LOG	16-18	25	Y	9	
TIMBER PILES***	12	20	N	54	
RACKING	4-8	10-15	N	370	
SLASH	2-4	≤ 6'	N	93	
* MINIMUM DIAMETER AT BREAST HEIGHT (1" PER 10' MAX TAPER)					
** TOTAL LENGTH INCLUDING ROOTWAD					
*** TURNED PILES (DIAMETER IS BUTT DIAMETER)					

20

21

22 **General Requirements**

23 **(*****)**

24

25 The Contractor shall work within the limits shown on the Engineer's Plans and limit tracking of
 26 equipment and turnarounds to the extent of the identified limits. All structures shall be installed
 27 entirely from the bank. Existing footbridge on property cannot be used for vehicle or equipment
 28 passage. Contractor should note that access to ELJ locations on the north side of the
 29 streambank can be accessed only via W. Loertscher Road, private driveway and temporary
 30 access roads; access to ELJ locations on the south side of the streambank can be accessed
 31 only via W. Winter Creek Road, private driveway and temporary access roads.
 32

1 All equipment shall be pressure washed to remove petroleum residue, dirt, and noxious weed
2 seeds prior to entering the project site. The Contractor shall, at minimum, supply and keep on
3 site, spill containment systems adequate to contain all fuel leaks, at least two (2) oil absorbing
4 floating booms, appropriate for the size of the work area, and any other tool, material, or
5 product needed to adhere to the Contracting Agency approved SPCC and TESC Plans.
6 Equipment fueling areas shall be at least 150 feet from open water or wetlands. Staging areas
7 for storage of vehicles, equipment, and fuels will be located at least 150 feet from open water
8 or wetlands.
9

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

16 Contractor will conduct all Temporary Stream Diversion work in accordance with the approved
17 Temporary Stream Diversion Plan, project permits and state and federal requirements.
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 and 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 and 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) assume no
39 responsibility for equipment. The Engineer and MCD assumes no responsibility for damage
40 to 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 or surrounding wetland. Any water that is discharged shall be in accordance with the
6 requirements set forth in the project permits and/ or Specifications and approved by the
7 Engineer.
8
9 Every reasonable effort shall be made to conduct the activities shown in the Engineer's Plans
10 in a manner that minimizes the adverse impact on water quality, fish and wildlife, and the
11 natural environment.
12
13 The Contractor shall supervise and direct the Work using the best skills and attention. The
14 Contractor shall be solely responsible for all construction means, methods, techniques,
15 sequences, and procedures and for coordinating all portions of the work under this Contract.
16
17 Material shall not be stored outside of identified staging areas. The Contractor shall use only
18 designated specific sites for storage of equipment and materials as shown in Contractor
19 submitted Access, Staging, and Stockpile Plan that is approved by the Engineer. The
20 Contractor shall be responsible for the security of all equipment and materials.
21
22 The Contractor is responsible for having utilities located prior to project commencement.
23
24 The Contractor and subcontractors must pay their laborers and mechanics employed under
25 this contract no less than the Federal or Washington State prevailing rate of wages whichever
26 is higher.
27
28 During the performance of this contract, the contractor agrees to comply with all federal and
29 state nondiscrimination laws, regulations, and policies.
30

31 **APPENDICIES**

32 (*****)
33

34 The following appendices are attached and made a part of this contract:
35

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

37
38 **APPENDIX B: Project WDFW HPA**

39
40 **APPENDIX C1: Nationwide Permit (NWP) 27**

41
42 **APPENDIX C2: NWP 27 Terms and Conditions**

43
44 **APPENDIX D: Archaeological Inadvertent Discovery Plan**

45
46 **APPENDIX E: Landowner Agreement**