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# PROJECT OVERVIEW

## Skokomish RM 6.5 Habitat Restoration Project

Mason Conservation District (MCD) is executing a multi-year plan to restore river, wetland, and floodplain habitat in the Skokomish River. Alteration of the Skokomish River and human encroachment on the floodplain have degraded and continue to impact the structure, function, and processes necessary to support Chinook salmon and other tribally significant and Endangered Species Act listed species.

This project is part of a basin-wide effort in the Skokomish River Basin to restore sediment transport processes and rehabilitate salmon habitat while preventing increased flood impacts on residents along the Skokomish River. Salmonid habitat quality and quantity in the Skokomish River watershed has been heavily degraded due to a number of contributing factors. The Skokomish River has reduced flow due to upstream water diversion for hydropower and land use practices that have altered sediment loads, sediment transport, and channel stability. The result of the contributing stressors has been severe channel aggradation, loss of channel complexity, and reduced wood structure quantity and recruitment, all of which have led to reduced habitat quality and availability for listed salmonid species (Skokomish Indian Tribe and WDFW 2010). In addition to impacts on listed species, the combination of stressors has resulted in increased flooding for the residents living in the Skokomish River floodplain. This project will address Skokomish River degradation by installing engineered log jams to promote channel stabilization and associated sediment storage, pool formation, side channel formation, and restored channel structure. These improvements aim to provide viable spawning and rearing habitat for both Summer Chum and Chinook populations and give the river the opportunity to recover.

Specific elements of the project include the following (see the plan sheets for more information):

- Installing 21 large wood structures (10 of which are pile supported) in the Skokomish River, including: 1 Mid-Channel Jam to maintain an existing gravel bar, 3 Bar Roughening Jams to aid in meandering the mainstem and provide scour and depositional zones varying the channel planform, 11 Bank Jam units (each unit is approximately forty-five (45) feet in length, creating 5 Bank Jam structures in total) to provide habitat and protect against bank erosion, and 6 Deflector Jams located along the left banks downstream of the improved side channel inlets to maintain side channel connectivity.
- Create and improve 0.6 miles of new side channels. Constructing side channel 1 inlet and channel on the left bank near RM 6.6 excavating a ~1,425-foot-long side channel to connect to the river to the adjacent forested wetlands. Construct side channel 1A as a shoot channel to side channel 1 at approximately STA: 5+50 excavating ~565 LF of channel to activate additional floodplain. Constructing side channel 2 inlet and channel on the left bank near RM 6.35 excavating a ~760-foot-long side channel to connect to the river to the adjacent forested wetlands. Constructing side channel inlets 3 & 4 along the left bank near RM 6.25 excavating both a ~240 and ~220 LF channels tying into side channel 2 connecting the river to the adjacent forested wetlands. Constructing side channel 5 inlet and channel on the left bank near RM 5.97 excavating a ~140-foot-long side channel to connect to the river to the adjacent forested wetlands.

- 1 • Installing 13 Wood Habitat Structures (Side Channel Type A and Type B Jams) in  
2 the side channel to maintain hydraulics.
- 3 • Decommission the existing recreational parking area and create a new recreational  
4 parking area in the upland area.
- 5 • Demolish and remove the existing vault toilet from the floodplain and install a new  
6 prefabricated single vault toilet in the new upland parking area.
- 7 • Improve an established access route to the river from the new parking area.

8  
9 A total of approximately 209 large and medium logs (some with rootwads still attached), 55  
10 timber piles, 355 racking logs, 12 pinning logs, and 436 cubic yards of slash material will need  
11 to be harvested or procured by the contractor and delivered to the project site for the  
12 construction of 21 large wood structures in the main stem and 13 smaller habitat structures in  
13 the side channels. Approximately 6,560 cubic yards of material will be excavated to construct  
14 or enhance 0.6 miles of new or enhanced flood plain side channels. Suitable soil material from  
15 side channel excavation is the designated borrow source for the proposed parking lot  
16 embankment and any roadway subgrade fill. It's estimated that 1,250 cubic yards of subgrade  
17 fill material will be required for the parking lot embankment and roadway subgrade fill.  
18 Excavated side channel material that is not utilized on-site as fill (approximately 5,310 cubic  
19 yards) shall be properly disposed of off-site by the Contractor.

20  
21 This work will require temporary access paths along the Skokomish River, potentially across  
22 the river, and in some cases access via private parcels. There will be no bypasses needed for  
23 West Skokomish Valley Road or North Sunnyside Road. However, there may be flaggers and  
24 construction signs denoting construction ahead and construction vehicle entrances at  
25 specified locations along these roadways. These access roads and signage will likely be in  
26 place for up to four months.

27  
28 Work below the ordinary high-water line, including the in-water installation and removal of  
29 worksite isolation structures, must only occur between August 1- August 31 of each calendar  
30 year, with the following exceptions:

- 31 a. Work, including site isolation, may occur from July 15 to July 31 or September 1 to  
32 September 15 if redd surveys have shown that no eggs are on site. No work may occur  
33 within 300ft upstream of any pre-emergent fry redds.
- 34 b. Any work which, at the time of any ground breaking activity, is naturally or artificially  
35 isolated and entirely lacking a flowing water connection to the Skokomish River is  
36 authorized to occur year-round following the survey for, and removal of, any native fish  
37 using established and approved methods. If the site becomes inundated or flow  
38 reaches the work area, all hydraulic project activities must immediately cease, except  
39 those needed to control erosion and siltation.
- 40 c. Work which is done entirely in the dry may occur year round.

41  
42 All Work must be substantially complete by September 30, 2026.

43  
44 This is a public works contract requiring payment of prevailing wages in accordance with  
45 Washington State laws.

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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 Specifications,  
9 as modified or supplemented by these Special Provisions, all of which are made a part of the  
10 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 WSDOT GSP)*

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

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

- 31
- 32 • *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted  
33 edition, with Washington State modifications, if any  
34 [Manual on Uniform Traffic Control Devices \(MUTCD\) | Manuals | WSDOT](#)  
35
  - 36 • Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current  
37 edition  
38 [Standard plans | WSDOT](#)  
39
  - 40 • 2024 Stormwater Management Manual for Western Washington (SWMMWW)  
41 [Stormwater manuals - Washington State Department of Ecology](#)  
42
  - 43 • 2019 Temporary Erosion and Sediment Control Manual, WSDOT  
44 [Temporary Erosion and Sediment Control Manual | WSDOT](#)  
45

46 Contractor shall obtain copies of these publications, at Contractor’s own expense.  
47  
48  
49  
50  
51

1 **DIVISION 1**

2 **General Requirements**

3

4 **Description of Work**

5

6 This Contract provides for the creation and improvement of in-channel and side channel  
7 habitat on the Skokomish River in Mason County, Washington. Project Work will take place  
8 primarily on Washington Department Fish and Wildlife's land but access to some areas of the  
9 Project will cross private parcels. This Work includes, but is not limited to: clearing and  
10 grubbing routes for construction of Project elements, excavation of floodplain material for side  
11 channel creation and improvement, installation of 21 large wood structures in the Skokomish  
12 River (10 of which are pile supported) including excavation and backfill, installation of 13 wood  
13 habitat structures in the side channels including excavation and backfill, site isolation and de-  
14 watering in the river, site restoration, decommissioning an existing recreational parking area,  
15 construction of a new recreational parking area, demolition and removal of an existing vault  
16 toilet from the floodplain, installation of a new pre-fabricated single vault toilet in the new  
17 upland parking area, improvement of an established access route to the river, and other work  
18 in accordance with the attached Construction Drawings, these Contract Provisions, and the  
19 Washington State Department of Transportation - 2025 Standard Specifications for Road,  
20 Bridge, and Municipal Construction.

21

22

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

24

25

26 **1-01.3 Definitions**

27 *(January 19, 2022 APWA GSP)*

28

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

31

32 **Dates**

33 ***Bid Opening Date***

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

35 ***Award Date***

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

38 ***Contract Execution Date***

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

40 ***Notice to Proceed Date***

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

42 ***Substantial Completion Date***

43 The day the Contracting Agency or Authorized Representative determines the  
44 Contracting Agency has full and unrestricted use and benefit of the facilities, both from  
45 the operational and safety standpoint, any remaining traffic disruptions will be rare and  
46 brief, and only minor incidental work, replacement of temporary substitute facilities,

1 plant establishment periods, or correction or repair remains for the Physical  
2 Completion of the total Contract.

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

7 **Completion Date**  
8 The day all the Work specified in the Contract is completed and all the obligations of  
9 the Contractor under the contract are fulfilled by the Contractor. All documentation  
10 required by the Contract and required by law must be furnished by the Contractor  
11 before establishment of this date.

12 **Final Acceptance Date**  
13 The date on which the Contracting Agency accepts the Work as complete.  
14

15 Supplement this Section with the following:  
16

17 All references in the Standard Specifications or WSDOT General Special Provisions, to  
18 the terms "Department of Transportation", "Washington State Transportation  
19 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters",  
20 and "State Treasurer" shall be revised to read "Contracting Agency".  
21

22 All references to the terms "State" or "state" shall be revised to read "Contracting Agency"  
23 unless the reference is to an administrative agency of the State of Washington, a State  
24 statute or regulation, or the context reasonably indicates otherwise.  
25

26 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency  
27 designated location".  
28

29 All references to "final contract voucher certification" shall be interpreted to mean the  
30 Contracting Agency form(s) by which final payment is authorized, and final completion and  
31 acceptance granted.  
32

33 **Additive**  
34 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,  
35 which may, at the discretion of the Contracting Agency, be awarded in addition to the base  
36 bid.  
37

38 **Alternate**  
39 One of two or more units of work or groups of bid items, identified separately in the Bid  
40 Proposal, from which the Contracting Agency may make a choice between different  
41 methods or material of construction for performing the same work.  
42

43 **Business Day**  
44 A business day is any day from Monday through Friday except holidays as listed in Section  
45 1-08.5.  
46

47 **Contract Bond**  
48 The definition in the Standard Specifications for "Contract Bond" applies to whatever bond  
49 form(s) are required by the Contract Documents, which may be a combination of a  
50 Payment Bond and a Performance Bond.  
51

1 **Contract Documents**  
2 See definition for "Contract".

3  
4 **Contract Time**  
5 The period of time established by the terms and conditions of the Contract within which  
6 the Work must be physically completed.

7  
8 **Notice of Award**  
9 The written notice from the Contracting Agency to the successful Bidder signifying the  
10 Contracting Agency's acceptance of the Bid Proposal.

11  
12 **Notice to Proceed**  
13 The written notice from the Contracting Agency or Engineer to the Contractor authorizing  
14 and directing the Contractor to proceed with the Work and establishing the date on which  
15 the Contract time begins.

16  
17 **Traffic**  
18 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and  
19 equestrian traffic.

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

### 25 **1-02.1 Prequalification of Bidders**

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

#### 29 **1-02.1 Qualifications of Bidder** 30 *(January 24, 2011 APWA GSP)*

31  
32 Before award of a public works contract, a bidder must meet at least the minimum  
33 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to  
34 be awarded a public works project.

35  
36 Add the following new section:

#### 38 **1-02.1(1) Supplemental Qualifications Criteria** 39 *(July 31, 2017 APWA GSP; requires pre-approval on FHWA funded projects, through* 40 *WSDOT/Local Programs AND \*\*\*\*\*)*

41  
42 In addition, the Contracting Agency has established Contracting Agency-specific and/or  
43 project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for  
44 determining Bidder responsibility, including the basis for evaluation and the deadline for  
45 appealing a determination that a Bidder is not qualified. These criteria are contained in  
46 Section 1-02.14 Option C of these Special Provisions.

47  
48 All Bidders shall complete and submit the Supplemental Bidder Responsibility Criteria  
49 document with their bids. Projects referenced in this document shall demonstrate the  
50 Bidder's experience and expertise in riparian restoration work. The Bidder is required to  
51 have successfully performed at least three (3) projects of similar scope within the last five  
52 (5) years, including at least one (1) project totaling at least \$1,000,000.

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

- In-water work, following Washington Dept. of Fish and Wildlife and US Army Corps of Engineers permits and regulations;
- Construction of pile supported Engineered Log Jams (ELJs) or Large Woody Debris (LWD) structures below the ordinary high-water mark (OHWM);
- In-water work in a river of similar size and flow rate comparable to the Skokomish River;
- Experience and qualifications in conducting in-water work in a timely manner.

The Contractor shall fill out and submit the “Supplemental Bidder Responsibility Criteria” with this bid for work in critical areas and habitat restoration.

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

It is mandatory that Bidders attend the job show for bid submission. See the “Notice to Bidders” for the day, time, and location of the mandatory job show.

### **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:

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

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:

1 Prospective Bidders desiring an explanation or interpretation of the Bid Documents,  
2 shall request the explanation or interpretation by email on or before the date to submit  
3 questions set forth in the "Notice to Bidders."  
4  
5

## 6 **1-02.5 Proposal Forms**

7 (\*\*\*\*\*)  
8

9 Delete this section and replace it with the following:  
10

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

21 The Contracting Agency reserves the right to arrange the proposal forms with alternates  
22 and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid  
23 on all alternates and additives set forth in the Proposal Form unless otherwise specified.  
24  
25

## 26 **1-02.6 Preparation of Proposal**

27 *(April 22 and June 11, 2025 APWA GSP, Option B and C)*  
28

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

30 All prices shall be in legible figures (not words) written in ink or typed, and expressed in  
31 U.S. dollars.  
32

33 Supplement the second paragraph with the following:

- 34 4. If a minimum bid amount has been established for any item, the unit or lump sum  
35 price must equal or exceed the minimum amount stated.  
36

37 The fourth paragraph of Section 1-02.6 is revised to read:  
38

39 The Bidder shall submit with the Bid the completed Subcontractor List included in the  
40 Contracting Agency Proposal Package. If a Subcontractor List Form is not included in the  
41 package, use DOT Form 271-015LP. The Form shall contain the following:  
42

- 43 1. In the space provided on the Subcontractor Listing, list all subcontractors to be  
44 used to perform the work on this project and the type of work they will be doing.  
45 2. Subcontractors who will perform the work of structural steel installation, rebar  
46 installation, heating, ventilation, air conditioning, and plumbing as described in  
47 RCW 18.106 and electrical as described in RCW 19.28,  
48 3. Subcontractors who will perform the work of structural steel installation, rebar  
49 installation, heating, ventilation, air conditioning, and plumbing as described in  
50 RCW 18.106 and electrical as described in RCW 19.28,

- 1 4. No more than one subcontractor for each category of work identified, except, when  
2 subcontractors vary with Bid alternates, in which case the Bidder shall identify  
3 which subcontractor will be used for which alternate.  
4

5 Delete the last two paragraphs, and replace them with the following:  
6

7 The Bidder shall submit with their Bid a completed Certification of Compliance with Wage  
8 Payment Statutes form, provided by the Contracting Agency. Failure to return this  
9 certification as part of the Bid Proposal package will make this Bid Nonresponsive and  
10 ineligible for Award. A Certification of Compliance with Wage Payment Statutes form is  
11 included in the Proposal Forms.  
12

13 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.  
14

15 A bid by a corporation shall be executed in the corporate name, by the president or a vice  
16 president (or other corporate officer accompanied by evidence of authority to sign).  
17

18 A bid by a partnership shall be executed in the partnership name and signed by a partner.  
19

20 A bid by a joint venture shall be executed in the joint venture name and signed by a  
21 member of the joint venture.  
22  
23

24 **1-02.7 Bid Deposit**  
25 *(March 8, 2013 APWA GSP)*  
26

27 Supplement this section with the following:  
28

29 Bid bonds shall contain the following:

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

40 If so stated in the Contract Provisions, bidder must use the bond form included in the  
41 Contract Provisions.  
42

43 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.  
44  
45

46 **1-02.9 Delivery of Proposal**  
47 *(\*\*\*\*\*)*  
48

49 Delete this section and replace it with the following:  
50

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

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

16  
17 **Mason Conservation District**  
18 **Skokomish RM 6.5 Habitat Restoration Project, MCD #2026-02**  
19 **450 W. Business Park Road**  
20 **Shelton, WA 98584**

21  
22 Proposals that are received as required will be publicly opened and read as specified  
23 in Section 1-02.12 and the "Notice to Bidders." Mason Conservation District will not  
24 open or consider any Bid Proposal that is received after the time specified in the "Notice  
25 to Bidders" for receipt of Bid Proposals or received in a location other than that  
26 specified in the "Notice to Bidders." Mason Conservation District will not open or  
27 consider any "Supplemental Information" (Written Confirmation Documents or GFE  
28 Documentation) that is received after the time specified or received in a location other  
29 than that specified in the "Notice to Bidders."

30  
31 If an emergency or unanticipated event interrupts normal work processes of Mason  
32 Conservation District so that Proposals cannot be received at the office designated for  
33 receipt of bids as specified in Section 1-02.12 or the "Notice to Bidders," the time  
34 specified for receipt of the Proposal will be deemed to be extended to the same time  
35 of day specified in the solicitation on the first workday on which the normal work  
36 processes of Mason Conservation District resume.

37  
38 Bidders are not required to be present at the public opening of Bid Proposals.  
39

40  
41 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**  
42 *(July 23, 2015 APWA GSP)*

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

45  
46 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may  
47 withdraw, revise, or supplement it if:

- 48 1. The Bidder submits a written request signed by an authorized person and  
49 physically delivers it to the place designated for receipt of Bid Proposals, and
- 50 2. The Contracting Agency receives the request before the time set for receipt of  
51 Bid Proposals, and  
52

1                   3. The revised or supplemented Bid Proposal (if any) is received by the Contracting  
2 Agency before the time set for receipt of Bid Proposals.  
3

4 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received  
5 before the time set for receipt of Bid Proposals, the Contracting Agency will return the  
6 unopened Proposal package to the Bidder. The Bidder must then submit the revised or  
7 supplemented package in its entirety. If the Bidder does not submit a revised or  
8 supplemented package, then its bid shall be considered withdrawn.  
9

10 Late revised or supplemented Bid Proposals or late withdrawal requests will be date  
11 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed  
12 requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.  
13

14  
15 **1-02.12 Public Opening of Proposals**  
16 *(\*\*\*\*\*)*  
17

18 Supplement this section with the following:  
19

20 Bidders are not required to be present at the public opening of Bid Proposals.  
21

22 After the Bid Opening, Bidders may obtain bid results from Mason Conservation District by  
23 calling the number or email listed on the cover of the bid package.  
24

25  
26 **1-02.13 Irregular Proposals**  
27 *(November 21, 2025 APWA GSP)*  
28

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

- 31           1. A Proposal will be considered irregular and may be rejected if:  
32           a. The Bidder is not prequalified when so required;  
33           b. The Bidder adds provisions reserving the right to reject or accept the Award, or  
34           enter into the Contract;  
35           c. A price per unit cannot be determined from the Bid Proposal;  
36           d. The Proposal form is not properly executed;  
37           e. The Bidder fails to submit or properly complete the Subcontractor Listing form  
38           provided by the Contracting Agency as required in Section 1-02.6; or  
39           f. The Bid Proposal does not constitute a definite and unqualified offer to meet  
40           the material terms of the Bid invitation.  
41
- 42           2. A Proposal may be considered irregular and may be rejected if:  
43           a. The Proposal does not include a unit price for every Bid item;  
44           b. Any of the unit prices are excessively unbalanced (either above or below the  
45           amount of a reasonable Bid) to the potential detriment of the Contracting  
46           Agency;  
47           c. The authorized Proposal Form furnished by the Contracting Agency is not used  
48           or is altered;  
49           d. The completed Proposal form contains unauthorized additions, deletions,  
50           alternate Bids, or conditions;  
51           e. Receipt of Addenda is not acknowledged;

- 1 f. A member of a joint venture or partnership and the joint venture or partnership
- 2 submit Proposals for the same project (in such an instance, both Bids may be
- 3 rejected); or
- 4 g. If Proposal form entries are not made in ink or typed.

5  
6  
7 **1-02.14 Disqualification of Bidders**

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

9  
10 Delete this section and replace it with the following:

11  
12 A Bidder will be deemed not responsible if the Bidder does not meet the Mandatory  
13 Bidder Responsibility Criteria in RCW 39.04.350(1), as amended; or does not meet  
14 Supplemental Criteria 1 through 8 in this Section:

15  
16 The Contracting Agency will verify that the Bidder meets the Mandatory Bidder  
17 Responsibility Criteria in RCW 39.04.350(1), and Supplemental Criteria 1 and 2.  
18 Evidence that the Bidder meets Supplemental Criteria 3 through 8 shall be provided by  
19 the Bidder as stated later in this Section.

20  
21 1. **Delinquent State Taxes**

22  
23 A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State  
24 Department of Revenue without a payment plan approved by the Department  
25 of Revenue.

26  
27 B. Documentation: The Bidder, if and when required as detailed below, shall sign  
28 a statement (on a form to be provided by the Contracting Agency) that the  
29 Bidder does not owe delinquent taxes to the Washington State Department of  
30 Revenue, or if delinquent taxes are owed to the Washington State Department  
31 of Revenue, the Bidder must submit a written payment plan approved by the  
32 Department of Revenue, to the Contracting Agency by the deadline listed  
33 below.

34  
35 2. **Federal Debarment**

36  
37 A. Criterion: The Bidder shall not currently be debarred or suspended by the  
38 Federal government.

39  
40 B. Documentation: The Bidder shall not be listed as having an “active exclusion”  
41 on the U.S. government’s “System for Award Management” database  
42 ([www.sam.gov](http://www.sam.gov)).

43  
44 3. **Subcontractor Responsibility**

45  
46 A. Criterion: The Bidder’s standard subcontract form shall include the  
47 subcontractor responsibility language required by RCW 39.06.020, and the  
48 Bidder shall have an established procedure which it utilizes to validate the  
49 responsibility of each of its subcontractors. The Bidder’s subcontract form shall  
50 also include a requirement that each of its subcontractors shall have and  
51 document a similar procedure to determine whether the sub-tier subcontractors

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with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.

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

4. **Claims Against Retainage and Bonds**

A. Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:

- Name of project
- The owner and contact information for the owner;
- A list of claims filed against the retainage and/or payment bond for any of the projects listed;
- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the 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.

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

8. **Supplemental Bidder Responsibility Criteria**

A. **Criterion:** The Bidder shall meet the minimum relevant experience requirements to demonstrate their ability to work within permit guidelines for “in water work” which includes diversions, pumping, and cofferdams as well as the construction of engineered log jams or large woody debris installation for restoration purposes. The referenced projects should also demonstrate the bidder’s experience and qualifications in conducting such work in a timely manner. See section 1-02.1(1) Supplemental Qualifications Criteria for more information.

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

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

The basis for evaluation of Bidder compliance with these mandatory and Supplemental Criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or

1 operational data from the Bidder; (ii) information obtained directly by the Contracting  
2 Agency from others for whom the Bidder has worked, or other public agencies or private  
3 enterprises; and (iii) any additional information obtained by the Contracting Agency  
4 which is believed to be relevant to the matter.

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

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

26  
27  
28 **1-02.15 Pre Award Information**  
29 **(\*\*\*\*\*)**

30  
31 Revise this section to read:

- 32  
33 Before awarding any contract, the Contracting Agency may require one or more of these  
34 items or actions of the apparent lowest responsible bidder:
- 35 1. A complete statement of the origin, composition, and manufacture of any or all  
36 materials to be used;
  - 37 2. Samples of these materials for quality and fitness tests;
  - 38 3. A progress schedule (in a form the Contracting Agency requires) showing the order of  
39 and time required for the various phases of the work;
  - 40 4. A breakdown of costs assigned to any bid item;
  - 41 5. Attendance at a conference with the Engineer or representatives of the Engineer;
  - 42 6. Obtain, and furnish a copy of, a business license to do business in the city or county  
43 where the work is located;
  - 44 7. A copy of State of Washington Contractor's Registration; or
  - 45 8. Any other information or action taken that is deemed necessary to ensure that the  
46 bidder is the lowest responsible bidder.
- 47  
48  
49

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

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**1-03.1 Consideration of Bids**  
(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

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

**1-03.3 Execution of Contract**  
(July 8, 2024 APWA GSP Option A and \*\*\*\*\*)

Revise this section to read:

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

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

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

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

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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 **1-04.4(1) Minor Changes**

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

28  
29 Section 1-04.4(1) is supplemented with the following:

30  
31 The amount entered for "Minor Change" has been entered into the Bid Proposal only to  
32 provide a common basis for all bidders. All such dollar amounts are to become a part of  
33 the Contractor's total bid. However, the Contracting Agency does not warrant expressly or  
34 by implication that the actual amount of work will correspond with the amount entered.  
35 Payment will be made based on the amount of work actually authorized by the Engineer  
36 or Contracting Agency and performed by the Contractor. No "Minor Change" Work shall  
37 occur until authorized and approved by the Engineer and/ or Contracting Agency. All  
38 "Minor Change" Work shall be performed at a mutually agreed upon time and materials  
39 rate. All "Minor Change" work will be within the scope of the Contract Work and will not  
40 change Contract Time. See the "Project Specific Specifications" for further details on this  
41 Bid line item.

42  
43  
44  
45 **Section 1-05, Control of Work**

46  
47  
48 **1-05.3 Drawing and Working Drawings**

49 *(\*\*\*\*\*)*

50  
51 Section 1-05.3 is supplemented with the following:

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

	<b>Section Reference</b>	<b>Submittal Name</b>	<b>Timeline to Submission</b>
1		Work Plan	Prior to NTP being given
2		Signed Statement that Project Manager has Read and Understands Permit Requirements	10 days prior to mobilization
3		A list of all proposed equipment to be used for the Project	10 days prior to mobilization
4	<a href="#">1-08.3</a>	Detailed progress schedule & timeline for submittals	10 days prior to mobilization, updated as necessary
5	<a href="#">1-07.15(1)</a> , <a href="#">8-01</a> , and <a href="#">Project Specific Specifications</a>	Spill Prevention, Control, and Countermeasures (SPCC) Plan	10 days prior to mobilization
6	<a href="#">8-01</a>	Temporary Erosion and Sediment Control (TESC) Plan	10 days prior to mobilization
7	<a href="#">8-01</a>	Stormwater Pollution Prevention Plan (SWPPP)	10 days prior to mobilization
8	<a href="#">8-01</a> <a href="#">8-31</a>	Temporary Stream Diversion (TSD) Plan	10 days prior to mobilization
9		Construction Access, Staging, & Stockpile Plan	10 days prior to mobilization

8  
9

#### 1-05.4 Conformity with and Deviations from Plans and Stakes

Section 1-05.4 is supplemented with the following:

##### **Roadway and Utility Surveys**

(\*\*\*\*\*)

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

1. Set project benchmarks, as necessary;
2. Access and staging limits;
3. Limits of new parking area;
4. Key pile locations;
5. Centerline finish grade stakes for floodplain side channels; and

24

1           6. Access road centerline staking as necessary.  
2  
3

4           **1-05.7 Removal of Defective and Unauthorized Work**  
5           (October 1, 2005 APWA GSP)  
6

7           Supplement this section with the following:  
8

9           If the Contractor fails to remedy defective or unauthorized work within the time specified in a  
10          written notice from the Engineer, or fails to perform any part of the work required by the  
11          Contract Documents, the Engineer may correct and remedy such work as may be identified in  
12          the written notice, with Contracting Agency forces or by such other means as the Contracting  
13          Agency may deem necessary.  
14

15          If the Contractor fails to comply with a written order to remedy what the Engineer determines  
16          to be an emergency situation, the Engineer may have the defective and unauthorized work  
17          corrected immediately, have the rejected work removed and replaced, or have work the  
18          Contractor refuses to perform completed by using Contracting Agency or other forces. An  
19          emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy  
20          could be potentially unsafe, or might cause serious risk of loss or damage to the public.  
21

22          Direct or indirect costs incurred by the Contracting Agency attributable to correcting and  
23          remediating defective or unauthorized work, or work the Contractor failed or refused to perform,  
24          shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due,  
25          or to become due, the Contractor. Such direct and indirect costs shall include in particular, but  
26          without limitation, compensation for additional professional services required, and costs for  
27          repair and replacement of work of others destroyed or damaged by correction, removal, or  
28          replacement of the Contractor's unauthorized work.  
29

30          No adjustment in contract time or compensation will be allowed because of the delay in the  
31          performance of the work attributable to the exercise of the Contracting Agency's rights  
32          provided by this Section.  
33

34          The rights exercised under the provisions of this section shall not diminish the Contracting  
35          Agency's right to pursue any other avenue for additional remedy or damages with respect to  
36          the Contractor's failure to perform the work as required.  
37

38  
39           **1-05.9 Equipment**  
40           (\*\*\*\*\*)  
41

42           Supplement this section with the following:  
43

44           All equipment shall be pressure washed to remove petroleum residue, dirt and noxious weed  
45           seeds prior to entering the Project Site.  
46

47           All equipment shall be free of oil, hydraulic fluid, and diesel fuel leaks.  
48

49           Equipment used in or near water must use environmentally acceptable lubricants composed  
50           of biodegradable base oils. These are vegetable oils, synthetic esters, and polyalkylene  
51           glycols.  
52

1 Contractor shall be responsible for operating equipment safely and within the capabilities of  
2 the equipment. Mason Conservation District (MCD) assumes no responsibility for equipment.

3  
4 The Contractor shall supply excavators that have a minimum operating weight equal to or  
5 greater than 50,000 pounds and a minimum reach of 30 feet. All excavators shall be crawler  
6 mounted and equipped with excavation and finishing buckets, and hydraulic thumb.

7  
8 It will be the Contractor's responsibility to ensure that adequate measures have been taken.  
9

## 10 11 **1-05.11 Final Inspection**

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

## 14 15 **1-05.11 Final Inspections and Operational Testing**

16 *(October 1, 2005 APWA GSP)*

### 17 18 **1-05.11(1) Substantial Completion Date**

19  
20 When the Contractor considers the work to be substantially complete, the Contractor shall  
21 so notify the Engineer and request the Engineer establish the Substantial Completion  
22 Date. The Contractor's request shall list the specific items of work that remain to be  
23 completed in order to reach physical completion. The Engineer will schedule an inspection  
24 of the work with the Contractor to determine the status of completion. The Engineer may  
25 also establish the Substantial Completion Date unilaterally.

26  
27 If, after this inspection, the Engineer concurs with the Contractor that the work is  
28 substantially complete and ready for its intended use, the Engineer, by written notice to  
29 the Contractor, will set the Substantial Completion Date. If, after this inspection the  
30 Engineer does not consider the work substantially complete and ready for its intended use,  
31 the Engineer will, by written notice, so notify the Contractor giving the reasons therefore.

32  
33 Upon receipt of written notice concurring in or denying substantial completion, whichever  
34 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized  
35 interruption, the work necessary to reach Substantial and Physical Completion. The  
36 Contractor shall provide the Engineer with a revised schedule indicating when the  
37 Contractor expects to reach substantial and physical completion of the work.

38  
39 The above process shall be repeated until the Engineer establishes the Substantial  
40 Completion Date and the Contractor considers the work physically complete and ready for  
41 final inspection.

### 42 43 **1-05.11(2) Final Inspection and Physical Completion Date**

44  
45 When the Contractor considers the work physically complete and ready for final inspection,  
46 the Contractor by written notice, shall request the Engineer to schedule a final inspection.  
47 The Engineer will set a date for final inspection. The Engineer and the Contractor will then  
48 make a final inspection and the Engineer will notify the Contractor in writing of all  
49 particulars in which the final inspection reveals the work incomplete or unacceptable. The  
50 Contractor shall immediately take such corrective measures as are necessary to remedy  
51 the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without

1 interruption until physical completion of the listed deficiencies. This process will continue  
2 until the Engineer is satisfied that the listed deficiencies have been corrected.  
3  
4 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the  
5 written notice listing the deficiencies, the Engineer may, upon written notice to the  
6 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to  
7 Section 1-05.7.  
8  
9 The Contractor will not be allowed an extension of contract time because of a delay in the  
10 performance of the work attributable to the exercise of the Engineer's right hereunder.  
11  
12 Upon correction of all deficiencies, the Engineer will notify the Contractor and the  
13 Contracting Agency, in writing, of the date upon which the work was considered physically  
14 complete. That date shall constitute the Physical Completion Date of the contract, but shall  
15 not imply acceptance of the work or that all the obligations of the Contractor under the  
16 contract have been fulfilled.  
17  
18  
19 **1-05.13 Superintendents, Labor, and Equipment of Contractor**  
20 *(August 14, 2013 APWA GSP)*  
21  
22 Delete the sixth and seventh paragraphs of this section.  
23  
24  
25 **1-05.15 Method of Serving Notices**  
26 *(\*\*\*\*\*)*  
27  
28 Revise the second paragraph to read:  
29  
30 All correspondence from the Contractor shall be served and directed to the Contracting  
31 Agency. All correspondence from the Contractor constituting any notification, notice of  
32 protest, notice of dispute, or other correspondence constituting notification required to be  
33 furnished under the Contract, must be written in paper format, hand delivered or sent via  
34 certified mail delivery service with return receipt requested to the Contracting Agency's  
35 office. Electronic copies such as e-mails or electronically delivered copies of correspondence  
36 will not constitute such notice and will not comply with the requirements of the Contract.  
37  
38 Add the following new section:  
39  
40 **1-05.16 Water and Power**  
41 *(October 1, 2005 APWA GSP)*  
42  
43 The Contractor shall make necessary arrangements, and shall bear the costs for power and  
44 water necessary for the performance of the work, unless the contract includes power and  
45 water as a pay item.  
46  
47  
48  
49 **Section 1-06, Control of Material**  
50  
51

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

2 (\*\*\*\*\*)

3

4 Section 1-06.1 is supplemented with the following:

5

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

8

	<b>Section Reference</b>	<b>Material/ Submittal Name</b>	<b>Timeline to Submission</b>
1	<a href="#">6-01.9</a> <a href="#">6-02</a>	<b>Prefabricated Vault Toilet:</b> Scope of Supply and Design Package	Prior to beginning any shop fabrication or construction
2	<a href="#">4-04</a>	6" Crushed Surfacing Base Course	5 working days prior to installation
3	<a href="#">8-15</a> 9-13.4(2)	Scour Protection Rock, Class A	5 working days prior to installation
4	<a href="#">8-33.2</a> <a href="#">8-33.3(3)</a>	Large Woody Material Jams Hardware	5 working days prior to installation
5	<a href="#">2-12</a> , <a href="#">8-15</a> , & 9-33	Filter Blanket Geosynthetic	5 working days prior to installation
6	<a href="#">9-14.6(2)</a> 9-33	Erosion control blanket	5 working days prior to installation
7	<a href="#">8-02</a> <a href="#">9-14.3</a>	Seed	5 working days prior to installation

9

10

11

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

13

14 **1-07.1 Laws to be Observed**

15 *(October 1, 2005 APWA GSP)*

16

17 Supplement this section with the following:

18

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

21

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

25

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

33

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

## 10 11 12 **1-07.2 State Taxes**

13  
14 Delete this section, including its sub-sections, in its entirety and replace it with the following:

### 15 16 **1-07.2 State Sales Tax**

17 *(June 27, 2011 APWA GSP)*

18  
19 The Washington State Department of Revenue has issued special rules on the State sales  
20 tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor  
21 should contact the Washington State Department of Revenue for answers to questions in this  
22 area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a  
23 misunderstood tax liability.

24  
25 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract  
26 amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2)  
27 describes this exception.

28  
29 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a  
30 FHWA-funded Project) only if the Contractor has obtained from the Washington State  
31 Department of Revenue a certificate showing that all contract-related taxes have been paid  
32 (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor  
33 any amount the Contractor may owe the Washington State Department of Revenue, whether  
34 the amount owed relates to this contract or not. Any amount so deducted will be paid into the  
35 proper State fund.

#### 36 37 **1-07.2(1) State Sales Tax — Rule 171**

38  
39 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,  
40 roads, etc., which are owned by a municipal corporation, or political subdivision of the  
41 state, or by the United States, and which are used primarily for foot or vehicular traffic.  
42 This includes storm or combined sewer systems within and included as a part of the street  
43 or road drainage system and power lines when such are part of the roadway lighting  
44 system. For work performed in such cases, the Contractor shall include Washington State  
45 Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including  
46 those that the Contractor pays on the purchase of the materials, equipment, or supplies  
47 used or consumed in doing the work.

#### 48 49 **1-07.2(2) State Sales Tax — Rule 170**

50  
51 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or  
52 existing buildings, or other structures, upon real property. This includes, but is not limited

1 to, the construction of streets, roads, highways, etc., owned by the state of Washington;  
2 water mains and their appurtenances; sanitary sewers and sewage disposal systems  
3 unless such sewers and disposal systems are within, and a part of, a street or road  
4 drainage system; telephone, telegraph, electrical power distribution lines, or other conduits  
5 or lines in or above streets or roads, unless such power lines become a part of a street or  
6 road lighting system; and installing or attaching of any article of tangible personal property  
7 in or to real property, whether or not such personal property becomes a part of the realty  
8 by virtue of installation.  
9

10 For work performed in such cases, the Contractor shall collect from the Contracting  
11 Agency, retail sales tax on the full contract price. The Contracting Agency will  
12 automatically add this sales tax to each payment to the Contractor. For this reason, the  
13 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other  
14 contract amount subject to Rule 170, with the following exception.  
15

16 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor  
17 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or  
18 consumable supplies not integrated into the project. Such sales taxes shall be included in  
19 the unit bid item prices or in any other contract amount.  
20

### 21 **1-07.2(3) Services**

22

23 The Contractor shall not collect retail sales tax from the Contracting Agency on any  
24 contract wholly for professional or other services (as defined in Washington State  
25 Department of Revenue Rules 138 and 244).  
26

## 27 **1-07.5 Environmental Regulations**

28

### 29 **1-07.5(1) General**

30 (\*\*\*\*\*)  
31

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

34  
35 The Contractor shall ensure that the Project Manager representing the Prime Contractor  
36 and all Subcontractors has read and understands this Special Provision. Prior to  
37 commencing any work on site, **the Contactor shall provide the Contracting Agency**  
38 **with a signed statement from the Project Manager stating that the Project Manager**  
39 **has read, understands and will abide by the conditions of this Special Provision.**  
40

### 41 **1-07.5(2) State Department of Fish and Wildlife**

42 (\*\*\*\*\*)  
43

44 Section 1-07.5(2) is supplemented with the following:  
45

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

51 **HPA Permit Number: 2025-6-286+02**  
52

1 See project Hydraulic Project Approval (HPA), Appendix B

2

3 **1-07.5(5) U.S. Army Corps of Engineers**

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

5

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

7

8 The Contracting Agency has obtained a Nationwide Permit 27 and 42 for this project.  
9 All contact with the U.S. Army Corps of Engineers concerning this approval shall be  
10 through the Contracting Agency. NWP 27 and 42 and the provisions of the approvals  
11 are present in the NWP 27 and 42 contained within the Appendices of this Bid  
12 Document. The NWP 27 and 42 authorizations include related Tribal consultation,  
13 compliance with the U.S. endangered Species Act Section 7 provisions, National  
14 Historic Preservation Act Section 106 provisions, and CWA Section 401 conditions, if  
15 issued by the Washington State Department of Ecology, as stated in the Corps  
16 authorization:

17

18 U.S. Army Corps – Nationwide Permit 27 and 42 (NWS-2023-691),  
19 Clean Water Act Section 401 Water Quality Certification.

20

21 See Appendix C1 Nationwide Permit Verification Letter

22 See Appendix C2 Nationwide Permit 27 Terms and Conditions

23 See Appendix C3 Nationwide Permit 42 Terms and Conditions

24

25

26 **1-07.6 Permits and Licenses**

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

28

29 Section 1-07.6 is supplemented with the following:

30

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

37

- 38 • **HPA Permit Number: 2025-6-286+02 (Appendix B)**
- 39 • **U.S. Army Corps – Nationwide Permit 27 and 42: NWS-2023-691 (Appendix C1,**
- 40 **C2, and C3)**
- 41 • **Section 401 Water Quality Certification (WQC), Order No. 23475 (Appendix D1)**
- 42 • **WA State Coastal Zone Management Program (CZMP), Aquatics ID No. 143410**
- 43 **(Appendix D2)**

44

45

46 **1-07.9 Wages**

47

48 **1-07.9(1) General**

49 (\*\*\*\*\*)

50

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

1  
2 **This is a public works contract requiring payment of prevailing wages in**  
3 **accordance with Washington State laws.**  
4

5 The Contractor, each of its subcontractor(s), and other person(s) doing any work under  
6 the Contract shall pay all laborers, workers, or mechanics not less than the prevailing  
7 rate of wage for an hour's work in the same trade or occupation in Mason County,  
8 Washington where such labor is performed as required by law.  
9

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

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

15  
16 **1-07.9(5)A General**  
17 *(July 8, 2024 APWA GSP)*  
18

19 This section is revised to read as follows:  
20

21 All Statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and Certified  
22 Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be  
23 submitted to the Contracting Agency and to the State L&I online Prevailing Wage Intent  
24 & Affidavit (PWIA) system. When apprenticeship is a requirement of the contract, include  
25 in PWIA all apprentices.  
26  
27

28 **1-07.11 Requirements for Nondiscrimination**  
29

30 **1-07.11(2) Contractual Requirements**  
31 *(November 25, 2024 APWA GSP)*  
32

33 Delete item 11 of the first paragraph of Section 1-07.11(2).  
34  
35

36 **1-07.15 Temporary Water Pollution Prevention**  
37

38 **1-07.15(1) Spill Prevention, Control, and Countermeasures Plan**  
39 *(\*\*\*\*\*)*  
40

41 Section 1-07.15(1) is revised to read as follows:  
42

43 The Contractor shall prepare a Type 2 Working Drawing consisting of a project-specific  
44 spill prevention, control, and countermeasures plan (SPCC Plan), and shall implement the  
45 plan for the duration of the project. No on-site construction activities may commence until  
46 the Contracting Agency accepts an SPCC Plan for the project. An SPCC Plan template  
47 and guidance information is available at [https://wsdot.wa.gov/engineering-](https://wsdot.wa.gov/engineering-standards/environmental-guidance/stormwater-water-quality)  
48 [standards/environmental-guidance/stormwater-water-quality](https://wsdot.wa.gov/engineering-standards/environmental-guidance/stormwater-water-quality)  
49

50 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and  
51 other materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11.  
52 Occupational safety and health requirements that may pertain to SPCC Plan

1 implementation are contained in, but not limited to, [WAC 296-824](#) and [WAC 296-843](#). The  
2 SPCC Plan shall address conditions that may be required by Section 3406 of the current  
3 International Fire Code, or as approved by the local Fire Marshal.  
4

## 5 **Implementation Requirements**

6

7 The Contractor shall update the SPCC Plan throughout project construction so that the  
8 written plan reflects actual site conditions and practices. The Contractor shall update the  
9 SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project  
10 site. The Contractor shall fully implement the SPCC Plan, as accepted and updated, at all  
11 times.  
12

## 13 **SPCC Plan Element Requirements**

14

15 The SPCC Plan shall set forth the following information in the following order:  
16

- 17 1. **Responsible Personnel** – Identify the names, titles, and contact information for  
18 the personnel responsible for implementing and updating the plan and for  
19 responding to spills.  
20
- 21 2. **Spill Reporting** – List the names and telephone numbers of the Federal, State,  
22 and local agencies the Contractor shall notify in the event of a spill.  
23
- 24 3. **Project and Site Information** – Describe the following items:  
25 a. The project Work.  
26 b. The site location and boundaries.  
27 c. The drainage pathways from the site.  
28 d. Nearby waterways and sensitive areas and their distances from the site.  
29
- 30 4. **Potential Spill Sources** – Describe each of the following for all potentially  
31 hazardous materials brought or generated on-site including but not limited to  
32 materials used for equipment operation, refueling, maintenance, or cleaning.  
33 a. Name of material and its intended use.  
34 b. Estimated maximum amount on-site at any one time.  
35 c. Location(s) (including any equipment used below the ordinary high-water  
36 line) where the material will be staged, used, and stored and the distance(s)  
37 from nearby waterways and sensitive areas.  
38
- 39 5. **Preexisting Contamination** – Describe any preexisting contamination and  
40 contaminant sources (such as buried pipes or tanks) in the project area that are  
41 described in the Contract provisions and Plans. Identify equipment and Work  
42 practices that shall be used to prevent the release of contamination.  
43
- 44 6. **Spill Prevention and Response Training** – Describe how and when all project  
45 personnel, including refueling personnel and other subcontractors, shall be trained  
46 in spill prevention, containment, and response and in the location of spill response  
47 kits.  
48
- 49 7. **Spill Prevention** – Describe the following items:  
50 a. The contents and locations of spill response kits that the Contractor shall  
51 supply and maintain that are appropriately stocked, located in close

- 1 proximity to hazardous materials and equipment, and immediately  
2 accessible.
- 3 b. Security measures for potential spill sources to prevent accidental spills and  
4 Vandalism.
- 5 c. Methods used to prevent stormwater from contacting hazardous materials.
- 6 d. Secondary containment for each potential spill source listed in 4, above.  
7 Secondary containment structures shall be in accordance with Section  
8 S9.D.9 of Ecology's Construction Stormwater General NPDES Permit,  
9 where secondary containment means placing tanks or containers within an  
10 impervious structure capable of containing 110 percent of the volume  
11 contained in the largest tank within the containment structure. Double-  
12 walled tanks do not require additional secondary containment.
- 13 e. BMP methods and locations where they are used to prevent discharges to  
14 ground or water during mixing and transfer of hazardous materials and fuel.  
15 Methods to control pollutants shall use BMPs in accordance with Ecology's  
16 Construction Stormwater General NPDES Permit. BMP guidance is  
17 provided in Ecology's Stormwater Management Manuals, such as Volume  
18 II – Construction Stormwater Pollution Prevention, BMP C153, and Volume  
19 IV – Source Control BMPs.
- 20 f. Refueling procedures for equipment that cannot be moved from below the  
21 ordinary high-water line.
- 22 g. Daily inspection and cleanup procedures that ensure all equipment used  
23 below the ordinary high-water line is free of all external petroleum-based  
24 products.
- 25 h. Routine equipment, storage area, and structure inspection and  
26 maintenance practices to prevent drips, leaks, or failures of hoses, valves,  
27 fittings, containers, pumps, or other systems that contain or transfer  
28 hazardous materials.
- 29 i. Site inspection procedures and frequency.
- 30
- 31 8. **Spill Response** – Outline the response procedures the Contractor shall follow for  
32 each scenario listed below, indicating that if hazardous materials are encountered  
33 or spilled during construction, the Contractor shall do everything possible to control  
34 and contain the material until appropriate measures can be taken. Include a  
35 description of the actions the Contractor shall take and the specific on-site spill  
36 response equipment that shall be used to assess the spill, secure the area, contain  
37 and eliminate the spill source, clean up spilled material, decontaminate equipment,  
38 and dispose of spilled and contaminated material:
- 39 a. A spill of each type of hazardous material at each location identified in 4,  
40 above.
- 41 b. Stormwater that has come into contact with hazardous materials.
- 42 c. A release or spill of any preexisting contamination and contaminant source  
43 described in 5, above.
- 44 d. A release or spill of any unknown preexisting contamination and  
45 contaminant sources (such as buried pipes or tanks) encountered during  
46 project Work.
- 47 e. A spill occurring during Work with equipment used below the ordinary high-  
48 water line.
- 49

50 If the Contractor will use a subcontractor for spill response, provide contact information  
51 for the subcontractor under item 1 (above), identify when the subcontractor shall be

1 used, and describe actions the Contractor shall take while waiting for the subcontractor  
2 to respond.

3  
4 **9. Project Site Map** – Provide a map showing the following items:

- 5 a. Site location and boundaries.  
6 b. Site access roads.  
7 c. Drainage pathways from the site.  
8 d. Nearby waterways and sensitive areas.  
9 e. Hazardous materials, equipment, and decontamination areas identified in  
10 4, above.  
11 f. Preexisting contamination or contaminant sources described in 5, above.  
12 g. Spill prevention and response equipment described in 7 and 8, above.

13  
14 **10. Spill Report Forms** – Provide a copy of the spill report form(s) that the Contractor  
15 shall use in the event of a release or spill.

16  
17 **11. Other Requirements** – Contractor shall have, and make part of the SPCC Plan,  
18 the following project specific items:

- 19 a. Establish staging areas (used for activities such as equipment storage,  
20 vehicle storage, fueling, servicing, and hazardous material storage) in a  
21 location and manner that will prevent contaminants such as petroleum  
22 products, hydraulic fluid, fresh concrete, sediments, sediment-laden water,  
23 chemicals, or any other toxic or harmful materials from entering waters of  
24 the state.  
25 b. Staging and fueling areas shall be located at least 150 feet from flowing  
26 water and wetlands to prevent erosion or contamination. Proposed staging  
27 areas shall be approved by MCD and the Engineer.  
28 c. Contractor shall have petroleum absorbent pads on site on all equipment  
29 at all times during the construction period.  
30 d. Spill containment systems must be adequate to contain all fuel leaks.  
31 e. Have quick response spill kit materials at the project site at all times in  
32 accordance to these provisions and the Engineering Plans.

33  
34 **Payment**

35  
36 The creation and implementation of the SPCC Plan is included in Bid line item “SPCC  
37 Plan,” which is a lump sum Bid line item. Also included as a part of the lump sum Bid line  
38 item “Erosion Control & Water Pollution Prevention” are:

- 39  
40 1. All materials, equipment, and labor necessary to prevent and/ or control spills in  
41 accordance with the Standard Specifications and the Contractor’s SPCC Plan  
42 approved by the Engineer. This shall include, but is not limited to, spill containment  
43 systems adequate to contain all fuel leaks, have quick response spill kit materials  
44 at the project site at all times in accordance with the Standard Specifications,  
45 conforming to this Section.

46  
47 Payment will be made for the following Bid item when it is included in the Proposal:

48  
49 “SPCC Plan,” lump sum.

50  
51 The lump sum Contract price for “SPCC Plan” shall be full pay to perform the Work site  
52 in accordance with the Standard Specifications, conforming to Section 1-07.15. The

1 Contractor shall provide, implement, and adhere to a SPCC Plan created by the  
2 Contractor and approved by the Engineer. The Contractor shall, at minimum, have spill  
3 containment systems adequate to contain all fuel leaks, have quick response spill kit  
4 materials at the project site at all times, and any other tool, material, or product needed  
5 to adhere to the SPCC Plan and/or in accordance with the Standard Specifications and  
6 associated Bid Documents. This lump sum bid price shall be full payment for all costs  
7 associated with creating and updating the accepted SPCC Plan, and all labor,  
8 equipment, and costs associated with the set up of prevention measures and for  
9 implementing the current SPCC Plan as required. No additional payment shall be made.

## 10 11 12 **1-07.16 Protection and Restoration of Property**

### 13 14 **1-07.16(4) Archaeological and Historical Objects**

15 (\*\*\*\*\*)

16  
17 Section 1-07.16(4) is supplemented with the following:

18  
19 A cultural resources assessment of the Project area was conducted on March 4-6 and April  
20 4, 2024, by Sound View Consultants. One historic property and one historic objects  
21 archaeological site were identified during that assessment. In Sound View Consultants'  
22 opinion, they "expect a high likelihood of encountering precontact cultural resources" and  
23 "a high likelihood of encountering historic cultural resources associated with the logging  
24 and agricultural industries." If archaeological materials are found, all work must stop  
25 immediately in the vicinity of the discovery and the Contracting Agency shall be notified.  
26 Procedures and contacts are outlined in the project's Inadvertent Discovery Plan.

27  
28 See Appendix E for the Inadvertent Discovery Plan

### 29 30 **1-07.16(4)A Inadvertent Discovery of Human Skeletal Remains**

31 (\*\*\*\*\*)

32  
33 Section 1-07.16(4)A is supplemented with the following:

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

- 40
- 41 • All persons who know of the existence and location of human remains must, by law,  
42 notify the county medical examiner and local law enforcement. This will be done in the  
43 most expeditious manner possible (RCW 27.44; 68.50; 68.60).
  - 44 • Any person engaging in ground-disturbing activities that encounter skeletal human  
45 remains will cease all activity that may cause further disturbance to the remains, make  
46 a reasonable effort to protect the area from further disturbance, and report the  
47 presence and location of those remains to the medical examiner and local law  
48 enforcement (RCW 27.44; 68.50;68.60).
  - 49 • The county medical examiner will assume jurisdiction over the human skeletal remains  
50 and make a determination of whether those remains are forensic or non-forensic (RCW  
51 27.44; 68.50; 68.60).

- 1 • If the county medical examiner determines the remains are non-forensic, then the  
2 DAHP will take jurisdiction over the remains (RCW27.44; 68.50; 68.60).
- 3 • The State Physical Anthropologist will make a determination of whether the remains  
4 are Indian or Non-Indian and report that finding to the affected parties (RCW 27.44,  
5 68.50; 68.60).

6  
7 See Appendix E for the Inadvertent Discovery Plan

8  
9  
10 **1-07.18 Public Liability and Property Damage Insurance**

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

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

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

- 18  
19 A. The Contractor shall procure and maintain the insurance described in all subsections  
20 of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best  
21 rating of not less than A-: VII and licensed to do business in the State of Washington.  
22 The Contracting Agency reserves the right to approve or reject the insurance provided,  
23 based on the insurer’s financial condition.
- 24 B. The Contractor shall keep this insurance in force without interruption from the  
25 commencement of the Contractor’s Work through the term of the Contract and for thirty  
26 (30) days after the Physical Completion date, unless otherwise indicated below.
- 27 C. If any insurance policy is written on a claims-made form, its retroactive date, and that  
28 of all subsequent renewals, shall be no later than the effective date of this  
29 Contract. The policy shall state that coverage is claims made and state the retroactive  
30 date. Claims-made form coverage shall be maintained by the Contractor for a  
31 minimum of 36 months following the Completion Date or earlier termination of this  
32 Contract, and the Contractor shall annually provide the Contracting Agency with proof  
33 of renewal. If renewal of the claims made form of coverage becomes unavailable, or  
34 economically prohibitive, the Contractor shall purchase an extended reporting period  
35 (“tail”) or execute another form of guarantee acceptable to the Contracting Agency to  
36 assure financial responsibility for liability for services performed.
- 37 D. The Contractor’s Automobile Liability, Commercial General Liability and Excess or  
38 Umbrella Liability insurance policies shall be primary and non-contributory insurance  
39 as respects the Contracting Agency’s insurance, self-insurance, or self-insured pool  
40 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by  
41 the Contracting Agency shall be excess of the Contractor’s insurance and shall not  
42 contribute with it.
- 43 E. The Contractor shall provide the Contracting Agency and all additional insureds with  
44 written notice of any policy cancellation, within two business days of their receipt of  
45 such notice.
- 46 F. The Contractor shall not begin work under the Contract until the required insurance  
47 has been obtained and approved by the Contracting Agency.
- 48 G. Failure on the part of the Contractor to maintain the insurance as required shall  
49 constitute a material breach of contract, upon which the Contracting Agency may, after  
50 giving five business days’ notice to the Contractor to correct the breach, immediately  
51 terminate the Contract or, at its discretion, procure or renew such insurance and pay  
52 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

6I. 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  
8 this Section. A “wrap up policy” is defined as an insurance agreement or arrangement  
9 under which all the parties working on a specified or designated project are insured  
10 under one 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 • Mason Conservation District and its officers, elected officials, employees, agents,  
19 and volunteers
- 20 • Stantec and its officers, elected officials, employees, agents, and volunteers
- 21 • Washington Department of Fish and Wildlife (WDFW) and its officers, elected  
22 officials, employees, agents, and volunteers

23  
24 The above-listed entities shall be additional insured(s) for the full available limits of  
25 liability maintained by the Contractor, irrespective of whether such limits maintained by  
26 the Contractor are greater than those required by this Contract, and irrespective of  
27 whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4)  
28 describes limits lower than those maintained by the Contractor.  
29

30 For Commercial General Liability insurance coverage, the required additional insured  
31 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing  
32 operations and CG 20 37 10 01 for completed operations.  
33

34 **1-07.18(3) Subcontractors**

35  
36 The Contractor shall cause each subcontractor of every tier to provide insurance coverage  
37 that complies with all applicable requirements of the Contractor-provided insurance as set  
38 forth herein, except the Contractor shall have sole responsibility for determining the limits  
39 of coverage required to be obtained by subcontractors.  
40

41 The Contractor shall ensure that all subcontractors of every tier add all entities listed in  
42 1-07.18(2) as additional insured(s), and provide proof of such on the policies as required  
43 by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO  
44 CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.  
45

46 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting  
47 Agency evidence of insurance and copies of the additional insured endorsements of  
48 each subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.  
49

50 **1-07.18(4) Verification of Coverage**

51

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

8  
9 Verification of coverage shall include:

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

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

#### 24 25 **1-07.18(5) Coverages and Limits**

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

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

#### 39 40 **1-07.18(5)A Commercial General Liability**

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

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

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

5  
6 Such policy must provide the following minimum limits:  
7 \$2,000,000 Each Occurrence  
8 \$3,000,000 General Aggregate  
9 \$3,000,000 Products & Completed Operations Aggregate  
10 \$2,000,000 Personal & Advertising Injury each offence  
11 \$2,000,000 Stop Gap / Employers' Liability each accident  
12

13 **1-07.18(5)B Automobile Liability**

14  
15 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall  
16 be written on a coverage form at least as broad as ISO form CA 00 01. If the work  
17 involves the transport of pollutants, the automobile liability policy shall include MCS 90  
18 and CA 99 48 endorsements.  
19

20 Such policy must provide the following minimum limit:  
21 \$2,000,000 Combined single limit each accident  
22

23 **1-07.18(5)C Workers' Compensation**

24  
25 The Contractor shall comply with Workers' Compensation coverage as required by the  
26 Industrial Insurance laws of the State of Washington.  
27

28 **1-07.18(5)D Excess or Umbrella Liability**  
29 *(January 4, 2016 APWA GSP)*  
30

31 The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less  
32 than \$1,000,000 each occurrence and annual aggregate. This excess or umbrella liability  
33 coverage shall be excess over and as least as broad in coverage as the Contractor's  
34 Commercial General and Auto Liability insurance.  
35

36 All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional  
37 insureds on the Contractor's Excess or Umbrella Liability insurance policy.  
38

39 This requirement may be satisfied instead through the Contractor's primary Commercial  
40 General and Automobile Liability coverages, or any combination thereof that achieves the  
41 overall required limits of insurance.  
42

43  
44 **1-07.24 Rights of Way**  
45 *(April 22, 2025 APWA GSP)*  
46

47 Delete this section and replace it with the following:

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

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

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

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

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

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

35  
36  
37

## 38 **Section 1-08, Prosecution and Progress**

39  
40  
41

Add the following new section:

42  
43  
44

### 42 **1-08.0 Preliminary Matters** 43 (May 25, 2006 APWA GSP)

45  
46

Add the following new section:

47  
48  
49

#### 47 **1-08.0(1) Preconstruction Conference** 48 (October 21, 2025 APWA GSP)

- 1 Prior to the Contractor beginning the work, a preconstruction conference will be held  
2 between the Contractor, the Engineer and such other interested parties as may be invited.  
3 The purpose of the preconstruction conference will be:
- 4 1. To review the initial progress schedule;
  - 5 2. To establish a working understanding among the various parties associated or affected  
6 by the work;
  - 7 3. To establish and review procedures for progress payment, notifications, approvals,  
8 submittals, etc.;
  - 9 4. To review Training or Apprenticeship Plans, when applicable.
  - 10 5. To discuss FSBE Goals when applicable.
  - 11 5. To establish normal working hours for the work;
  - 12 6. To review safety standards and traffic control; and
  - 13 7. To discuss such other related items as may be pertinent to the work.

- 14  
15 The Contractor shall prepare and submit at the preconstruction conference the following:
- 16 1. A breakdown of all lump sum items;
  - 17 2. A preliminary schedule of working drawing submittals; and
  - 18 3. A list of material sources for approval if applicable.

19  
20 Add the following new section:

21  
22 **1-08.0(2) Hours of Work**  
23 *(December 8, 2014 APWA GSP)*

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

32  
33 All working hours and days are also subject to local permit and ordinance conditions (such  
34 as noise ordinances).

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

41  
42 If the Engineer and/ or Contracting Agency approves such a deviation, such approval may  
43 be subject to certain other conditions, which will be detailed in writing. For example:

- 44 1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting  
45 Agency for the costs in excess of straight-time costs for Contracting Agency  
46 representatives who worked during such times. (The Engineer may require  
47 designated representatives to be present during the work. Representatives who  
48 may be deemed necessary by the Engineer include, but are not limited to: survey  
49 crews; personnel from the Contracting Agency's material testing lab; inspectors;

- 1 and other Contracting Agency employees or third party consultants when, in the  
2 opinion of the Engineer, such work necessitates their presence.)  
3 2. Considering the work performed on Saturdays, Sundays, and holidays as working  
4 days with regard to the contract time.  
5 3. Considering multiple work shifts as multiple working days with respect to contract  
6 time even though the multiple shifts occur in a single 24-hour period.  
7 4. If a 4-10 work schedule is requested and approved the non working day for the  
8 week will be charged as a working day.  
9 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and  
10 recorded properly on certified payroll.

11  
12

### 13 **1-08.1 Subcontracting**

14  
15

#### 16 **1-08.1(7) Payments to Subcontractors and Lower-Tier Subcontractors**

17  
18

##### 19 **1-08.1(7)A Payment Reporting**

20 *(November 25, 2024 APWA GSP*

21  
22

23 Delete this section and replace it with the following:

##### 24 **1-08.1(7)A VACANT**

25  
26

#### 27 **1-08.1(8) Required Subcontract Clauses**

28  
29

##### 30 **1-08.1(8)B Clauses Required in Subcontracts of All Tiers**

31 *(November 25, 2024 APWA GSP)*

32  
33

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

##### 35 **1-08.1(9) Submittal of Executed Subcontracts**

36 *(April 22, 2025 APWA GSP, Option B)*

37  
38

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

40 **Vacant**

41  
42

### 43 **1-08.3 Progress Schedule**

44  
45

#### 46 **1-08.3(2)A Type A Progress Schedule**

47 *(December 30, 2022 APWA GSP AND \*\*\*\*\*)*

48  
49

50 Revise this section to read:

51 **The Contractor shall submit a Type A Progress Schedule** no later than at the preconstruction conference, 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.

1 The Type A Progress Schedule shall include explicit consideration of work at or below the  
2 OHWM.

3  
4  
5 **1-08.4 Prosecution of Work**

6  
7 Delete this section in its entirety, and replace it with the following:

8  
9 **1-08.4 Notice to Proceed and Prosecution of Work**  
10 *(July 23, 2015 APWA GSP)*

11  
12 Notice to Proceed will be given after the contract has been executed and the contract bond  
13 and evidence of insurance have been approved and filed by the Contracting Agency. The  
14 Contractor shall not commence with the work until the Notice to Proceed has been given by  
15 the Engineer. The Contractor shall commence construction activities on the project site within  
16 ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor  
17 shall diligently pursue the work to the physical completion date within the time specified in the  
18 contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the  
19 Contractor of the responsibility to complete the work within the time(s) specified in the contract.

20  
21 When shown in the Plans, the first order of work shall be the installation of high visibility fencing  
22 to delineate all areas for protection or restoration, as described in the Contract. Installation of  
23 high visibility fencing adjacent to the roadway shall occur after the placement of all necessary  
24 signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the  
25 fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be  
26 performed on the site until the Contracting Agency has accepted the installation of high  
27 visibility fencing, as described in the Contract.

28  
29  
30 **1-08.5 Time for Completion**

31 *(\*\*\*\*\*)*

32  
33 Revise the third and fourth paragraphs to read:

34  
35 Contract time shall begin on the first working day following the Notice to Proceed Date.

36  
37 Each working day shall be charged to the contract as it occurs, until the contract work is  
38 physically complete. If substantial completion has been granted and all the authorized  
39 working days have been used, charging of working days will cease.

40  
41 Revise the sixth paragraph to read:

42  
43 The Engineer will give the Contractor written notice of the completion date of the contract  
44 after all the Contractor's obligations under the contract have been performed by the  
45 Contractor. The following events must occur before the Completion Date can be  
46 established:

- 47
- 48 1. The physical work on the project must be complete; and
  - 49 2. The Contractor must furnish all documentation required by the contract and required  
50 by law, to allow the Contracting Agency to process final acceptance of the contract.  
51 The following documents must be received by the Project Engineer prior to establishing  
a completion date:

- 1 a. Certified Payrolls (per Section 1-07.9(5)).
- 2 b. Material Acceptance Certification Documents
- 3 c. Monthly Reports of Amounts Credited as DBE Participation, as required by the
- 4 Contract Provisions. – Not included as part of this project.
- 5 d. Final Contract Voucher Certification
- 6 e. Copies of the approved “Affidavit of Prevailing Wages Paid” for the Contractor and
- 7 all Subcontractors
- 8 f. A copy of the Notice of Termination sent to the Washington State Department of
- 9 Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the
- 10 Notice of Termination by Ecology; and no rejection of the Notice of Termination by
- 11 Ecology. This requirement will not apply if the Construction Stormwater General
- 12 Permit is transferred back to the Contracting Agency in accordance with Section 8-
- 13 01.3(16).
- 14 g. Property owner releases if required per Section 1-07.24

15  
16

### 17 **1-08.7 Maintenance During Suspension**

18 (\*\*\*\*\*)

19  
20

The second paragraph is revised to read:

21

22 At no expense to the Contracting Agency, the Contractor shall provide through the  
23 construction area safe, smooth, and unobstructed roadways and pedestrian access  
24 routes for public use during the suspension (as required in Section 1-07.23 or the  
25 Special Provisions.) This may include a temporary road, alternative pedestrian access  
26 route or detour **as** well as all sediment and erosion controls required to comply with  
27 project environmental permits and Contract requirements.

28  
29

### 30 **1-08.9 Liquidated Damages**

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

32  
33

Revise the second and third paragraphs to read:

34

35 Accordingly, the Contractor agrees:

36

- 37 1. To pay (according to the following formula) liquidated damages for each
- 38 working day beyond the number of working days established for Physical
- 39 Completion, and
- 40
- 41 2. To authorize the Engineer to deduct these liquidated damages from any money
- 42 due or coming due to the Contractor.

43

#### 44 **Liquidated Damages Formula**

45

$$46 \text{LD} = 0.15\text{C}/\text{T}$$

47

48 Where:

49

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

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C = original Contract amount  
T = original time for Physical Completion

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

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

**1-09.2 Weighing Equipment**

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

Revise the first paragraph to read:

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

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

Section 1-09.9 is revised to read:

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

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

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

1 The initial progress estimate will be made not later than 30 days after the Contractor  
2 commences the work, and successive progress estimates will be made every month  
3 thereafter until the Completion Date. Progress estimates made during progress of the work  
4 are tentative, and made only for the purpose of determining progress payments. The  
5 progress estimates are subject to change at any time prior to the calculation of the final  
6 payment.  
7

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

- 9 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of  
10 work completed multiplied by the unit price.
- 11 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum  
12 breakdown for that item, or absent such a breakdown, based on the Engineer's  
13 determination.
- 14 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site  
15 or other storage area approved by the Contracting Agency.
- 16 4. Change Orders — entitlement for approved extra cost or completed extra work as  
17 determined by the Engineer.  
18

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

- 20 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 21 2. The amount of progress payments previously made; and
- 22 3. Funds withheld by the Contracting Agency for disbursement in accordance with the  
23 Contract Documents.  
24

25 Progress payments for work performed shall not be evidence of acceptable performance  
26 or an admission by the Contracting Agency that any work has been satisfactorily  
27 completed. The determination of payments under the contract will be final in accordance  
28 with Section 1-05.1.  
29

30 Failure to perform obligations under the Contract by the Contractor may be decreed by the  
31 Contracting Agency to be adequate reason for withholding any payments until compliance  
32 is achieved.  
33

34 Upon completion of all Work and after final inspection (Section 1-05.11), the amount due  
35 the Contractor under the Contract will be paid based upon the final estimate made by the  
36 Engineer and presentation of a Final Contract Voucher Certification to be signed by the  
37 Contractor. The Contractor's signature on such voucher shall be deemed a release of all  
38 claims of the Contractor unless a Certified Claim is filed in accordance with the  
39 requirements of Section 1-09.11 and is expressly excepted from the Contractor's  
40 certification on the Final Contract Voucher Certification. The date the Contracting Agency  
41 signs the Final Contract Voucher Certification constitutes the final acceptance date  
42 (Section 1-05.12).  
43

44 If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher  
45 Certification or any other documentation required for completion and final acceptance of  
46 the Contract, the Contracting Agency reserves the right to establish a Completion Date (for  
47 the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the  
48 Contract. Unilateral final acceptance will occur only after the Contractor has been provided  
49 the opportunity, by written request from the Engineer, to voluntarily submit such  
50 documents. If voluntary compliance is not achieved, formal notification of the impending

1 establishment of a Completion Date and unilateral final acceptance will be provided by  
2 email with delivery confirmation from the Contracting Agency to the Contractor, which will  
3 provide 30 calendar days for the Contractor to submit the necessary documents. The 30  
4 calendar day period will begin on the date the email with delivery confirmation is received  
5 by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract  
6 Voucher Certification shall constitute the Completion Date and the final acceptance date  
7 (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the  
8 Contract will apply to Contracts that are Physically Completed in accordance with Section  
9 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral  
10 final acceptance of the Contract by the Contracting Agency does not in any way relieve  
11 the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws,  
12 ordinances, and regulations that affect the Work under the Contract.

13  
14 Payment to the Contractor of partial estimates, final estimates, and retained percentages  
15 shall be subject to controlling laws.  
16

17 Supplement this section with the following:  
18 (\*\*\*\*\*)

19  
20 Lump sum item breakdowns are not required when the bid price for the lump sum item is  
21 less than \$20,000.  
22

23 This project is funded by grants from various government and environmental  
24 organizations. Mason Conservation District must apply for reimbursement by submitting  
25 the contractor invoice or engineer's monthly estimate to the Washington State Recreation  
26 and Conservation Office (RCO). For this reason, Mason Conservation District will make  
27 payments within 14 days after reimbursement by the grant funding agencies. The  
28 Contractor should anticipate receipt of payment within 60 days after receipt of proper  
29 invoice or submission of Engineer's estimate to the grant funding agencies.  
30

### 31 **1-09.13(3) Arbitration**

#### 32 **1-09.13(3)A Administration of Arbitration** 33 *(January 19, 2022 APWA GSP)* 34

35  
36 Revise the third paragraph to read:  
37

38 The Contracting Agency and the Contractor mutually agree to be bound by the decision  
39 of the arbitrator, and judgment upon the award rendered by the arbitrator may be  
40 entered in the Superior Court of the county in which the Contracting Agency's  
41 headquarters is located, provided that where claims subject to arbitration are asserted  
42 against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior  
43 Court. The decision of the arbitrator and the specific basis for the decision shall be in  
44 writing. The arbitrator shall use the Contract as a basis for decisions.  
45

#### 46 **1-09.13(4) Venue for Litigation** 47 *(December 30, 2022 APWA GSP)* 48

49 Revise this section to read:  
50

51 Litigation shall be brought in the Superior Court of the county in which the Contracting  
52 Agency's headquarters is located, provided that where claims are asserted against a

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county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1 **DIVISION 2**

2 **Earthwork**

3  
4

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

6  
7

8 **2-01.1 Description**

9 (\*\*\*\*\*)

10

11 Section 2-01.1 is supplemented with the following:

12

13 Clearing and grubbing on this project shall be performed within the excavation limits as  
14 shown in the design plans. Any other clearing or grubbing need to construct the project  
15 that is not identified within the excavation limits or shown in the design plans, must be  
16 approved by the Engineer or Engineer's Representative, prior to removal.

17

18

19 **2-01.2 Disposal of Usable Material and Debris**

20

21 **2-01.2(1) Disposal Method No. 1 – Open Burning**

22 (\*\*\*\*\*)

23

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

25

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

28

29

30 **2-01.3 Construction Requirements**

31

32 **2-01.3(1) Clearing**

33 (\*\*\*\*\*)

34

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

36

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

44

45 **2-01.3(2) Grubbing**

46 (\*\*\*\*\*)

47

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

49

1 No trees or wetland vegetation shall be removed unless they are shown and noted to be  
2 Agency. Limit the removal of native vegetation to the minimum amount needed to construct  
3 the project. Retain natural habitat features like trees, stumps, logs, and large rocks to the  
4 greatest extent possible. These natural habitat features may be moved during  
5 construction, but they must be placed near the pre-project location before leaving the job  
6 site.

7  
8

9 **2-01.4 Measurement**

10 (\*\*\*\*\*)

11

12 Section 2-01.4 is supplemented with the following:

13

14 "Clearing and Grubbing" shall be measured per Acre as shown on the Plans for the work  
15 specified, complete, and approved by the Engineer.

16

17

18 **2-01.5 Payment**

19 (\*\*\*\*\*)

20

21 Section 2-01.5 is supplemented with the following:

22

23 The unit Contract price paid for "Clearing and Grubbing," per Acre, shall include all  
24 necessary labor, materials, tools, equipment, and incidentals and shall be full pay for all  
25 Work described in this Section.

26

27

28

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

30

31

32 **2-02.3 Construction Requirements**

33 (\*\*\*\*\*)

34

35 Section 2-02.3 is supplemented with the following:

36

37 Removal of vault toilet buildings shall be in accordance with federal, state, and local  
38 agency regulations and requirements. Contractor is responsible for permit application and  
39 fees, if required by Mason County – Public Health and Human Services Department –  
40 Environmental Health Branch.

41

42 The Contractor shall provide five (5) working days' notice prior to beginning of  
43 removal/abandonment of vault toilet buildings. In the presence of the Engineer or  
44 Engineer's Representative, the Contractor shall schedule to have the vault/tanks pumped  
45 dry by a commercial firm possessing a valid license and wastes disposed of in a state  
46 approved disposal site, conforming to state and county health and safety requirements  
47 including the federal sludge standard, 40 CFR Part 503, and the Washington State  
48 biosolids standard, Chapter 173-308 WAC.

49

50 Once vaults have been pumped clean, approvals obtained and authorized by the Engineer,  
51 the Contractor may begin demolition and removal of vault toilet buildings.

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**2-02.3(1) Removal of Foundations**

(\*\*\*\*\*)

Section 2-02.3(1) is supplemented with the following:

Vault toilet building foundations, footings and vaults must be removed to full depth.

Open pits, voids, and abandoned cavities left by the vault toilet building removal shall be filled to match level of surrounding ground, as shown on the Plans, and conform to Section 2-09.3(1)E Backfilling. Use approved native soils or structural fill.

**2-02.4 Measurement**

(\*\*\*\*\*)

Section 2-02.4 is supplemented with the following:

“Remove Existing Vault Toilet Building” shall be lump sum for the work specified, complete, and approved by the Engineer.

**2-02.5 Payment**

(\*\*\*\*\*)

Section 2-02.5 is supplemented with the following:

The unit Contract price paid for “Remove Existing Vault Toilet Building,” lump sum, shall include all necessary labor, materials, tools, equipment, and incidentals and shall be full pay for all Work described in this Section. No additional payment shall be made.

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

**2-03.3 Construction Requirements**

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

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

(\*\*\*\*\*)

Section 2-03.3(7)A is supplemented with the following:

Surplus material from the side channel excavation and the project site, once approved for disposal following completion of the project site earthwork, will become the property of the Contractor and shall be disposed of at an approved location off the project site. It’s estimated that 5,310 cubic yards of surplus and unusable excavated material from side channel excavation will need to be hauled off-site and disposed of by the Contractor.

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**2-03.3(14) Embankment Construction**

**2-03.3(14)K Select or Common Borrow Including Haul**  
(\*\*\*\*\*)

Section 2-03.3(14)K is supplemented with the following:

Soil material from the side channel excavation is the designated borrow source for the proposed parking lot embankment and any roadway subgrade fill as required to meet the proposed slopes and grades as shown on the Plans. It's estimated that 6,560 cubic yards of material will need to be excavated to construct the side channels, approximately 1,250 cubic yards of which will be utilized as barrow material for the parking lot embankment and any roadway subgrade fill. All surplus and unusable excavated material from side channel excavation will need to be hauled off-site and disposed of by the Contractor.

Side channel excavated material must be reviewed for approval by the Engineer and conform to the requirements for Select Borrow (Section 9-03.14(2)) or Common Borrow (Section 9-03.14(3)) prior to placement in the Work. The Engineer may direct the Contractor to sample and test side channel excavated material to ensure conformance with the specifications.

Borrow material shall not be saturated and free of deleterious material. Deleterious material includes wood, organic waste, coal, charcoal, or any other extraneous or objectionable material. The material shall not contain more than 3 percent organic material by weight.

Embankment construction shall conform to Section 2-03.3(14)B, Earth Embankment Construction of the Standard Specifications.

**2-03.4 Measurement**  
(\*\*\*\*\*)

Section 2-03.4 is supplemented with the following:

"Side Channel Excavation Incl. Haul" shall be measured by cubic yard for the work specified, complete, and approved by the Engineer.

"Parking Lot Embankment & Roadway Subgrade Earthwork Incl. Haul" shall be measured by cubic yard for the work specified, complete, and approved by the Engineer.

**2-03.5 Payment**  
(\*\*\*\*\*)

Section 2-03.5 is supplemented with the following:

The unit Contract price paid for "Side Channel Excavation Incl. Haul," per cubic yard, shall include all necessary labor, materials, tools, equipment, incidentals, and costs for excavating, loading, placing, or otherwise disposing of excavated material and shall be full pay for all Work described in the Section. It's estimated that 6,560 cubic yards of material

1 will need to be excavated to construct the side channels, approximately 1,250 cubic yards  
2 of which will be utilized as borrow material for the parking lot embankment and any  
3 roadway subgrade fill. All surplus and unusable excavated material that is not utilized on-  
4 site as fill for other Contract Work (approximately 5,310 cubic yards) will become the  
5 property of the Contractor and shall be disposed of at an approved location off the project  
6 site.

7  
8 The unit Contract price paid for "Parking Lot Embankment & Roadway Subgrade  
9 Earthwork Incl. Haul," per cubic yard, shall include all necessary labor, materials, tools,  
10 equipment, incidentals, and costs for excavating, loading, placing, grading, or any other  
11 earthwork necessary to prepare the parking lot and roadway subgrade shall be full pay for  
12 all Work described in the Section. It's estimated that 1,250 cubic yards of excavated borrow  
13 material will be needed for the parking lot embankment and any roadway subgrade fill.  
14 Excavated and unusable material that is not utilized on-site as fill for other Contract Work  
15 will become the property of the Contractor and shall be disposed of at an approved location  
16 off the project site.

## 20 **Section 2-09 Structure Excavation**

21

22

### 23 **2-09.1 Description**

24 (\*\*\*\*\*)

25

26 Section 2-09.1 is supplemented with the following:

27

28 Structure excavation for large woody material (LWM) structures shall be as shown on the  
29 Plans, as directed by Engineer or Engineer's Representative, and conform to Section 2-  
30 09.

31

32

33

## 34 **Section 2-12 Construction Geosynthetic**

35

36

### 37 **2-12.2 Materials**

38 (\*\*\*\*\*)

39

40 Section 2-12.2 is supplemented with the following:

41

42 Geosynthetic materials used in this project shall meet the applicable specifications of  
43 Section 9-33 Construction Geosynthetic.

44

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1 **DIVISION 4**

2

3 **Bases**

4

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

6

7

8 **4-04.1 Description**

9 (\*\*\*\*\*)

10

11 Section 4-04.1 is supplemented with the following:

12

13 Work under this section includes furnishing and constructing a stream crossing (Ford) in  
14 accordance with the Plans, these Specifications, and at the locations shown in the Plans  
15 and directed by the Engineer.

16

17

18 **4-04.2 Materials**

19 (\*\*\*\*\*)

20

21 Section 4-04.2 is supplemented with the following:

22

23 Streambed Aggregates	9-03.11
24 Streambed Sediment	9-03.11(1)
25 Rock for Erosion and Scour Protection, Class A	9-13.4(2)

26

27

28 **4-04.4 Measurement**

29 (\*\*\*\*\*)

30

31 Section 4-04.4 is supplemented with the following:

32

33 "Parking Lot, WDFW Access Road, & Vehicle Pullouts (6" Crushed Surfacing Base  
34 Course)" shall be measured per cubic yard for the work specified, complete, and approved  
35 by the Engineer.

36

37 "Permanent Stream Crossing, Ford (Rock for Erosion & Scour Protection, Class A)" shall  
38 be measured per cubic yard for the work specified, complete, and approved by the  
39 Engineer.

40

41 "Permanent Stream Crossing, Ford (Streambed Sediment)" shall be measured per cubic  
42 yard for the work specified, complete, and approved by the Engineer.

43

44

45 **4-04.5 Payment**

46 (\*\*\*\*\*)

47

48 Section 4-04.5 is supplemented with the following:

49

1 The unit Contract price paid for “Parking Lot, WDFW Access Road, & Vehicle Pullouts (6”  
2 Crushed Surfacing Base Course),” per cubic yard, shall include all necessary labor,  
3 materials, tools, equipment, and incidentals and shall be full pay for all Work described in  
4 this Section.

5  
6 The unit Contract price paid for “Permanent Stream Crossing, Ford (Rock for Erosion &  
7 Scour Protection, Class A)” per cubic yard, shall include all necessary labor, materials,  
8 tools, equipment, and incidentals and shall be full pay for all Work described in this  
9 Section.

10  
11 The unit Contract price paid for “Permanent Stream Crossing, Ford (Streambed  
12 Sediment)” per cubic yard, shall include all necessary labor, materials, tools, equipment,  
13 and incidentals and shall be full pay for all Work described in this Section.  
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1 **DIVISION 6**

2

3 **Structures**

4

5 **Section 6-01, General Requirements for Structures**

6

7

8 **6-01.9 Working Drawings**

9 (\*\*\*\*\*)

10

11 Section 6-01.9 is supplemented with the following:

12

13 Conform to Section 1-05.3, Working Drawings for vault toilet building shall be considered  
14 Type 3E.

15

16

17

18 **Section 6-02, Concrete Structures**

19 (\*\*\*\*\*)

20

21 Section 6-02 is supplemented with the following:

22

23 **Fabricated Engineered Structure (for vault toilet building)**

24

25 **PART 1. GENERAL**

26 **Work Summary**

27 This section covers the requirements to perform work including but not limited to final  
28 prefabricated building design including structural calculations, precast structure  
29 fabrication, delivery and onsite assembly, subgrade and foundation, and construction  
30 required for installation of fabricated engineered structures/buildings as shown on the  
31 Plans, specified herein, and as otherwise directed by the Engineer or Engineer's  
32 representative.

33

34 Provide all labor, materials, tools, equipment, services, and incidentals as necessary to  
35 perform the work as described in this section and in accordance with the Contract  
36 Documents and Plans and to the satisfaction of MCD.

37

38 Contractor (structure/building installer) and manufacturer (structure/building supplier) shall  
39 coordinate as necessary to provide structure/building and foundation engineering and  
40 structural design services as required for a complete vault toilet building.

41

42 Contractor to furnish a precast concrete building. Building to be field assembled by  
43 manufacturer on contractor's poured-in-place foundation, or precast floor panels as  
44 indicated on approved manufacture drawings. Building to be provided by manufacturer  
45 with all necessary openings as specified, shown in the Plans and in conformance with  
46 contract specifications and manufacturer's structural requirements.

47

48 **Submittals**

49 Scope of Supply and Design Package – Contractor and fabricated Building Supplier shall  
50 coordinate and submit a complete scope of supply and design submittal for “each type” of

1 fabricated engineered building/structure required. One preliminary submittal, one full round  
2 of review/revisions, and one final submittal package is expected.  
3

4 The Scope of Supply and Design Package submittal shall include but is not limited to the  
5 following:

- 6 • Introduction and scope.
- 7 • Building Supplier products and services.
- 8 • Contractor (building installer) products and services.
- 9 • Building description/overview and materials/fixtures list.
- 10 • Specified codes and regulations of compliance.
- 11 • Project engineering/architectural design documents (as noted below).
- 12 • Building and foundation plans and details.
- 13 • Building and foundation technical specifications.
- 14 • Delivery, installation procedures, construction requirements and safety protocols.
- 15 • Operations and maintenance manuals for applicable facilities.

16 Project Engineering/Architectural Design Documents (*part of the Scope of Supply and*  
17 *Design Package*) - After contract award and prior to beginning any shop fabrication or  
18 construction, the Contractor shall provide engineering and architectural building  
19 drawings/details, fabrication shop drawings and design calculations for review and  
20 acceptance by the Engineer.

- 21 • The engineering design documents including drawings, details, technical  
22 specifications and supporting design calculations shall be completed by and bear  
23 the certification of a professional Engineer licensed in the State of Washington.
- 24 • Building codes, standards, and the applicable design criteria and resultant building  
25 dead and live loads including snow, wind and seismic forces, and the methods of  
26 analysis shall be documented.
- 27 • Drawings shall show the size and location of all structural components and the  
28 foundations along with reinforcement details and anchors, the required strength  
29 and grade of all materials and the size and arrangement of principle structural  
30 components.
- 31 • The architectural building plans and details shall be completed by and bear the  
32 certification of a licensed architect in the State of Washington. Architectural building  
33 plans and details shall include all building features and embedded items, materials,  
34 components, assemblies, fixtures, hardware, paints, and finishes.
- 35 • The building and foundation design efforts by the Contractor and fabricated  
36 Building Supplier shall include any additional geotechnical investigation and  
37 assessment as required to design the building and foundation according to the  
38 structural designer and manufacturer recommendations.
  - 39 ○ Other reports that may be prepared by the Contractor's professional  
40 services team or geotechnical engineer for supplemental information for  
41 sub-grade preparation, and/or structural fills shall be provided to MCD.

42  
43 Additional submittals include but are not limited to quality control plans, inspection and  
44 testing procedures, and associated performance and test data; certificates of compliance  
45 for materials; product data sheets; supplier or manufacturer's descriptive literature for  
46 materials and fixtures; and manufacturer's data for rating capacities, listing/approval  
47 stamps, labels and other markings on equipment made to the specified standards for  
48 required materials.  
49

1 Submit exterior finish samples and/or mock-ups as requested for paint colors, finishes,  
2 rock/panel wall textures, roof shingle texture/materials and/or roof top panels for review  
3 and approval by the Engineer and MCD designated representatives.  
4

5 Once submittal reviews and approvals are complete, stamped/sealed and signed final  
6 structure/building plans and structural calculations shall be issued to MCD. Electronic  
7 copies of all final submittal packages and approved plans shall be provided.  
8

### 9 **References**

10 Where the version of a referenced document is not specified, use the most recent version  
11 in effect on the date of the Notice to Bidders.

- 12 • Applicable ASTM, AASHTO, American Water Works Association (AWWA), American  
13 National Standards Institute (ANSI), and Underwriters Laboratory (UL) standards.
- 14 • Uniform Plumbing Code, 2024 Edition (International Association of Plumbing and  
15 Mechanical Officials, IAPMO/ANSI UPC1-2021). [2024 Uniform Plumbing Code](https://www.iapmo.org)  
16 ([iapmo.org](https://www.iapmo.org))
- 17 • Current edition of International Building Code (IBC) or current building code adopted  
18 by Mason County
- 19 • American Concrete Institute (ACI) standards.
- 20 • American Institute of Steel Construction (AISC) standards.
- 21 • American Iron and Steel Institute (AISI) standards.
- 22 • Concrete Reinforcing Institute, “Manual of Standard Practice.”
- 23 • American Society of Civil Engineers standards for Minimum Design Loads for  
24 Buildings and Other Structures (ASCE 7).  
25

### 26 **Quality Assurance / Quality Control**

27 Conform to the Contract Documents, Project Permits, Plans, Standard Specifications, and  
28 Special Provisions.  
29

30 Field verify all new and existing dimensions affecting the work of this Contract before  
31 ordering products. Contractor shall provide quality control sampling, testing, and  
32 inspection for the work at specified rates sufficient to ensure materials and work conform  
33 to the Specifications.  
34

35 The Contractor and Manufacturer shall furnish manufacturer’s certificates of compliance,  
36 and test reports for quality control. A certificate of “Compliance with Specification” or  
37 suitable alternative shall be furnished for all materials to be supplied.  
38

39 All Contractor and Manufacturer required ‘Quality Control’ materials testing shall be based  
40 upon applicable ASTM, ACI, AISC, AISI and applicable building code requirements and  
41 test methods for the materials specified, including manufacture recommendations for  
42 testing procedures. All equipment, material, and labor necessary for Quality Control testing  
43 shall be supplied by and all costs borne by Contractor and structure/building Supplier.  
44

### 45 **Project Conditions and Requirements**

46 Confine all operations to work / grading limits of the project and prevent damage to natural  
47 features and surroundings. Comply with all legal load restrictions in the hauling of  
48 materials.  
49

50 The fabricated engineered structure supplier shall demonstrate and meet the following  
51 qualifications and requirements. Submit documentation as required to demonstrate the  
52 experience and qualification requirements.

- 1 • Manufacturer must be pre-approved prior to procurement.
- 2 • Manufacturer shall have been regularly engaged and have at least 5 consecutive
- 3 years of experience in the design, manufacture, supply and construction of
- 4 fabricated engineered structures of similar type as specified for this Project work.
- 5 • Manufacturer shall demonstrate they have designed, engineered, fabricated,
- 6 supplied, delivered and constructed a minimum of 10 functioning structures of a
- 7 similar type as specified for this Project work, which are installed and in use as an
- 8 example of their ability to perform this contract.
- 9 • Manufacturer must not have defaulted on any contract within the last 5 years.
- 10 • Manufacturer shall demonstrate they have a program in place to provide
- 11 continuous quality control through plant inspection and certification of materials.
- 12 • Manufacturing plant must be PCI (or equivalent) certified at the time of bid.
- 13 • Manufacturer must be capable to provide stamped, engineered drawings and
- 14 design calculations by a licensed engineer in the State of Washington.
- 15 • Manufacturer must be capable to provide a qualified representative of the
- 16 manufacturing company to provide full time construction oversight and/or perform
- 17 work for all site assembly and building connections required for installation of a
- 18 completed onsite building.

### 19 **Tolerances**

20 Horizontal locations, grades and elevations for fabricated engineered structures are to be  
21 established from referenced benchmarks, as shown on the Plans, and as otherwise  
22 directed by the Engineer.  
23

24 Conform to building codes and accepted industry standard tolerances for the manufacture,  
25 assembly, fabrication, and construction of the specified fabricated structures, foundations  
26 and materials involved in the work.  
27

## 28 **PART 2. PRODUCTS**

### 29 **General**

30 All materials shall conform to sizes, capacities, qualities, and quantities as shown on the  
31 Plans, described in the specifications, and conforming to the Contractor's and  
32 structure/building Supplier's approved submittals and 'Scope of Supply and Design'  
33 package.  
34

35 All fabricated structures or buildings of a similar type shall be from a single manufacturer,  
36 who is fully experienced, reputable and meets the qualifications requirements stated  
37 herein. Materials shall be from new stock, delivered in good condition, and no used or  
38 damaged stock is allowed.  
39

### 40 **Fabricated Engineered Structures**

41 Provide a complete engineered structure/building and foundation system for all fabricated  
42 structures/buildings required for the Project as modified/custom orders meeting the  
43 general details, materials, and colors as shown on the Plans.  
44

- 45 • *Contractor and structure/building Supplier shall coordinate and provide complete*
- 46 *project specific submittals (Scope of Supply and Design package) as specified*
- 47 *herein.*

48 Refer to the project Plans for locations, quantities, and general reference details for each  
49 type of fabricated engineered structure to be designed, supplied and constructed for the  
50 project work, include the following:  
51

- 52 • Vault Toilet Building

- 1                   ○ Pre-fabricated reinforced concrete structure
- 2                   ○ Similar quality, components and features equivalent to a CXT® vault
- 3                   restroom building. Reference schematic detail in the Plans.
- 4

5 The fabricated structure/building and foundation systems design shall be relevant to the  
 6 region (local/county building codes) and properties associated with its site location, and  
 7 conforming to state building codes, and ASCE 7, ACI, AISC, AISI and other applicable  
 8 industry standards, including the following minimum design parameters.

- 9     Minimum Design Criteria:
- 10           • Seismic Use Group:                   I
  - 11           • Importance Factor,  $I_E$ :                   1.00
  - 12           • Seismic Design Category:           D, E or F per site requirements
  - 13           • Snow and Wind Loads:                Mason County Building Codes & Standards
  - 14           • Mason County, Community Development, Building Division online building design  
 15           criteria: [Mason County WA Government](#)
  - 16           • Seismic design parameters, site class, and allowable soil bearing capacity shall be  
 17           based on local and state building codes applicable for structure foundations  
 18           embedded to competent soils
  - 19           • Contractor will complete geotechnical site assessments as may be necessary for  
 20           the proper design of the structure/building and foundation, and at least determine  
 21           minimums for allowable soil foundation pressure, lateral bearing pressure, and  
 22           seismic design parameters typical of the project area and prevailing conditions, per  
 23           building codes.
  - 24           • Other reports that may be prepared by the Contractor’s professional services team  
 25           or geotechnical engineer for supplemental information for sub-grade preparation,  
 26           and/or structural fills shall be provided to MCD.
  - 27

28 Engineering designs and shop drawings shall include necessary blockouts, vents,  
 29 connectors, brackets, hardware and other accessories required for entries/exits, plumbing,  
 30 venting, and proper mounting of equipment for the specified structures or buildings;  
 31 conforming to current local and state building codes.

32  
 33 All fabricated structures/buildings, components, fixtures and signage shall be designed to  
 34 meet current American with Disabilities Act Requirements and Uniform Federal  
 35 Accessibility Standards.

36  
 37 Contractor and Building Supplier shall coordinate with Engineer and MCD representatives  
 38 to provide complete engineering/architectural plans and details (*preliminary and final*  
 39 *submittals for review/approvals*) to specify all standard and modified/custom features and  
 40 components including but not limited to:

- 41           • Cover sheet
- 42           • General notes and sheet schedule
- 43           • Design criteria and code summary
- 44           • Material schedules and details
- 45           • Floor plan, dimensions, ADA clearances
- 46           • Building sections, and partition plans
- 47           • Interior / exterior elevations, materials, and finishes
- 48           • Foundation/footing plans and details
- 49           • Structural plans and details, and framing plans/details
- 50           • Roof plan, framing, and connection details
- 51           • Window, skylight, door, vent and other opening plans, details, and schedules

- Interior wall finish plan, details and schedules
- Interior flooring finish plan, details and schedules

### **PART 3. EXECUTION**

#### **General**

The fabricated engineered structures/buildings shall be installed to the lines, grades, and elevations as shown on the Plans, field fit as necessary, and as otherwise directed by the Engineer.

Assembly, installation and construction of the fabricated engineered structures/ buildings and associated foundations shall be in conformance with the “approved” Contractor’s and Manufacturer/Supplier’s Scope of Supply and Design Package. Delivery, installation and construction shall conform to Manufacturer/Supplier installation instructions and requirements.

The Contractor shall provide adequate staging area to provide a safe transfer of fabricated components and related facilities for installation of complete structures. It is the responsibility of the Contractor to:

- Provide exact horizontal and vertical locations/elevations and finished subgrades for installation of fabricated structures.
- Provide clear and level site free of overhead and/or underground obstructions.
- Provide access to the site for truck delivery and sufficient area for cranes to install and the equipment to perform the Contract requirements.

#### **Excavation, Fill, and Structure Foundations**

Applicable construction operations for earthwork, excavation, fill, and building foundation subgrade preparation shall conform to Division 2, Earthwork of the Standard Specifications. Completed building finish floor elevations shall be consistent with the lines and grades shown on the Plans.

The basis of the structure/building foundation and construction shall be consistent with the approved engineering designs and any additional geotechnical assessment performed by the contractor, and in accordance with the Contract Documents.

- The building and foundation design efforts by the Contractor and fabricated Building Supplier shall include any additional geotechnical investigation and assessment as required to design the building and foundation according to the structural designer, building codes, and manufacturer recommendations.
- Appropriate changes to construction schedule and price will be negotiated if, during excavation, soil conditions are encountered which differ from those described in the geotechnical report(s).

Site grading, backfill and finish grades adjacent to and in the vicinity of the structure/building foundations shall provide positive drainage, be consistent with the grades shown on the Plans, and as otherwise directed by the Engineer or Engineer’s Representative to best fit field conditions at the time of construction.

#### **Protection and Cleaning**

Fabricated structures/buildings installed as a part of the project work shall be clean, properly secured, maintained with locked doors/window entries, and protected from damage for duration of project work.

1 Fabricated structures/buildings may not be used for any purposes as a support facility for  
2 the Contractors operations. If any structures/buildings and/or vault toilets are used during  
3 construction prior to acceptance of the project work and transfer of keys, and/or transfer  
4 of responsible charge to MCD; it shall be the Contractor's responsibility to have any  
5 structure/building and/or vault toilets cleaned to a level acceptable to the MCD  
6 representatives.

7  
8 **Warranties**  
9 Fabricated structure and/or building manufacturer shall provide a warranty against defects  
10 in material and workmanship for at least one year on all components.  
11

12  
13 **6-02.4 Measurement**

14 (\*\*\*\*\*)  
15  
16 Section 6-02.4 is supplemented with the following:  
17  
18 "Single Vault Toilet" shall be measured by lump sum for the work specified, complete, and  
19 approved by the Engineer.  
20

21  
22 **6-02.5 Payment**

23 (\*\*\*\*\*)  
24  
25 Section 6-02.5 is supplemented with the following:  
26  
27 The unit Contract price paid for "Single Vault Toilet," lump sum, shall be full pay for all Work  
28 and necessary labor, materials, permits, tools, equipment, and incidentals to procure,  
29 deliver, and install the single vault toilet as described in this Section. No additional payment  
30 will be made.  
31

32  
33  
34 **Section 6-03, Steel Structures**

35  
36  
37 **6-03.1 Description**

38 (\*\*\*\*\*)  
39  
40 Section 6-03.1 is supplemented with the following:  
41  
42 Work under this section includes furnishing and constructing the structural steel pipe  
43 access control gate of the type specified in accordance with the Plans, these  
44 Specifications, and at the locations shown in the Plans and directed by the Engineer.  
45

46  
47 **6-03.3 Construction Requirements**

48 (\*\*\*\*\*)  
49  
50 Section 6-03.3 is supplemented with the following:  
51

1 Furnishing materials, welding, fabrication, and painting structural steel pipe for the  
2 fabrication and installation of the access control gate to the lines and dimensions as shown  
3 on the Plans will conform to the applicable provisions of Section 6-03 Steel Structures.  
4 Submit a description of the proposed materials and source to the Engineer 5 working days  
5 prior to beginning installation.  
6

7 Construct concrete footings for access control gate using commercial concrete conforming  
8 to Section 6-02.3(2)B Commercial Concrete.  
9

10 Welding for the access control gate steel frame shall conform to applicable provisions of  
11 Section 6-03.3(25) Welding and Repair Welding.  
12

13 Painting of the access control gate steel frame shall be in accordance with Section 6-07  
14 Painting.  
15

16 Furnishing and attachment of signage on the access control gate shall be in accordance  
17 with Section 8-21 Permanent Signing.  
18

19

## 20 **6-03.4 Measurement**

21 (\*\*\*\*\*)

22

23 Section 6-03.4 is supplemented with the following:  
24

25

26 "Single Arm – Access Control Gate" shall be measured by Each for the work specified,  
27 complete, and approved by the Engineer.  
28

29

30

## 31 **6-03.5 Payment**

32 (\*\*\*\*\*)

33

34 Section 6-03.5 is supplemented with the following:  
35

36

37 The unit Contract price paid for "Single Arm – Access Control Gate," per Each, shall include  
38 all necessary labor, materials, tools, equipment, and incidentals and shall be full pay for  
39 all Work described in this Section.  
40

41

42

43

## 44 **Section 6-05, Piling**

45

### 46 **6-05.1 Description**

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

48

49 Section 6-05.1 is supplemented with the following:  
50

51

52 Pile installation methods shall be at the Contractor's discretion provided that the required  
53 embedment depths are met. Potential methods of installation include pushing into the soil with  
54 an excavator, excavation and backfill, or vibratory hammer. The use of an impact hammer to  
55 drive piles is not allowed. Installation by blasting, mudding, or jetting is also not allowed.  
56

57

1 All piles shall be round, untreated timber piles and shall be Douglas Fir with a bending capacity  
2 of greater than 2,000 psi. Piles shall be free from defects, cracks, and splitting at the time of  
3 driving. Piles shall be at least 16 inches and no more than 22 inches in diameter, measured 3  
4 feet above the butt. Piles shall have a maximum taper of 1 inch per 10 feet. Pile logs shall  
5 have a minimum length of 35 feet, or as specified per structure, in the Engineer's Plans.  
6  
7

## 8 **6-05.2 Materials**

9 (\*\*\*\*\*)

10  
11 Section 6-05.2 is supplemented with the following:

12  
13 Materials shall meet the requirements of the following sections:

14  
15 Piling 9-10.1

16  
17 All piles shall be round, untreated timber piles and shall be Douglas Fir with a bending capacity  
18 of greater than 2,000 psi. Piles shall be free from defects, cracks, and splitting at the time of  
19 driving. Piles shall be at least 16 inches and no more than 22 inches in diameter, measured 3  
20 feet above the butt. Piles shall have a maximum taper of 1 inch per 10 feet. Pile logs shall  
21 have a minimum length of 35 feet, or as specified per structure, in the Engineer's Plans.  
22

23 Timber piling materials shall meet the required standards and specifications set forth in the  
24 Engineer's Plans and/or Special Provisions.  
25

## 26 27 **6-05.3 Construction Requirements**

### 28 **6-05.3(8) Pile Tips and Shoes**

29 (\*\*\*\*\*)

30  
31  
32 The first two sentences of Section 6-05.3(8) are deleted and replaced with the following:

33  
34 Pile tips may be pointed for driving. Driving caps, collars, and steel tips (driving shoes) are  
35 not anticipated to be needed but may be added to the pile by the contractor as needed to  
36 ensure penetration of the pile to design depth.  
37

### 38 **6-05.3(9) Pile Driving Equipment**

#### 39 **6-05.3(9)B Pile Driving Equipment Minimum Requirements**

40 (\*\*\*\*\*)

41  
42  
43 The last two paragraphs of this section are deleted and replaced with the following:

44  
45 Pile installation method(s) chosen by the Contractor's must be able to fulfill the terms  
46 of this Contract within the work window stipulated AND start and complete all in-water  
47 work (below OHWM) from July 15, 2026, through September 15, 2026.  
48

49 An excavator-mounted vibratory hammer with side grip capabilities shall be part of the  
50 required minimum equipment. The hammer shall have a minimum centrifugal force of  
51 80 tons shall be capable of driving piles on a batter of up to twenty degrees from  
52 vertical. The pile driver shall be capable of being fitted with a pile driving cap on the

1 underside of the main driving body in compliance with the manufacturer's  
2 recommendations. The pile driving cap shall be capable of being held in line with the  
3 main body of the driver to maximize transfer of energy from the driver to the pile. The  
4 pile driving cap shall include a tubular section of steel with a minimum internal diameter  
5 large enough to fit the pile with minimal trimming.  
6

7 The excavator or crane to which any piece of pile driving equipment is mounted shall  
8 meet or exceed all pile driver manufacturer's minimum requirements. The machine and  
9 driver shall be in good working condition, free of mechanical impairments and leaks  
10 with all external grease and oils removed to the maximum extent practicable; all hoses  
11 and connections shall be checked for tightness and leaks prior to initiation of driving.  
12

13 The Contractor shall have all tools, parts, and labor necessary to keep equipment in  
14 good working condition throughout the project duration. The Contractor shall maintain  
15 sufficient fleet to be able to substitute equipment within 24 hours, if next-day repair is  
16 not possible.  
17

18 Pile drivers are prone to overheating, and regular pauses during pile installation activity  
19 to allow equipment to cool are normal and should be anticipated by the Contractor. Air  
20 cooling, hosing down in an area where runoff does not enter surface waters, or  
21 construction of a groundwater sump are recommended, provided that all applicable  
22 permit conditions are being met. Cooling via direct immersion in surface waters  
23 connected to the Skokomish River is not allowed.  
24

25 The Contractor shall be prepared to pre-auger as need to achieve minimum  
26 embedment, where "prepared" is defined as having an auger on site or being able to  
27 mobilize one to site within 24 hours.  
28

29 Installation by impact hammer, vibratory plate, blasting, mudding, or jetting shall not be  
30 allowed.  
31

### 32 **6-05.3(11) Driving Piles**

#### 33 **6-05.3(11)A Tolerances**

34 **(\*\*\*\*\*)**  
35

36 Section 6-05.3(11)A is deleted in its entirety and replaced with the following:  
37

38 The location of the piles shown on Engineer's Plans are approximate and may be  
39 adjusted in the field by the Engineer and/or Contracting Agency.  
40

41 Deflector Jam structure pilings shall be driven to a depth that is at least 18 feet below  
42 the existing elevation at the channel bank toe or as directed by the Engineer or  
43 Contracting Agency.  
44

45 Bar Roughening Jam and Mid Channel Jam structure pilings shall be driven to a depth  
46 that is at least 18 feet below the existing thalweg elevation or as directed by the  
47 Engineer or Contracting Agency.  
48

49 Piles shall be accurately located and installed to the prescribed batter as indicated,  
50 unless otherwise approved by the Engineer, Contracting Agency, or Authorized  
51 Representative.  
52

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Piles, after installation, shall not be out of position by more than 1 foot horizontally. Piles installed outside of one foot of the Plan location shall be marked and the Engineer shall be notified immediately to assess function and determined if remaining piles within the structure require adjustment to allow placement of woody materials. Misaligned piles may be pushed or pulled laterally as directed by the Engineer, Contracting Agency, or Authorized Representative to achieve the specified alignment.

The vertical tolerance for each timber pile after installation shall be within 6 inches of the minimum embedment specified on the Engineer's Plans.

Piles with greater variation and those seriously damaged in installation shall be removed or cut off, as directed by the Engineer, Contracting Agency, or Authorized Representative, and replaced with new piles. All correction costs shall be paid by the Contractor.

Any pile heaved or displaced by the subsequent installation of adjacent piles shall be re-driven at the Contractor's expense.

**6-05.3(11)C Preparation for Driving**

(\*\*\*\*\*)

Section 6-05.3(11)C is deleted in its entirety and replaced with the following:

When planning for pile installation, the Contractor should consider potential subsurface conditions. A formal geotechnical analysis has not been performed for the project site, and subsurface mapping will not be provided.

Prior to pile installation, the Contractor shall clearly mark the target embedded depth as measured from the tip end of the pile; marking shall occur after any trimming of the pile has occurred. Shortening of piles prior to driving shall be minimized. Piles shall be shortened a maximum of one foot during squaring, trimming, and/or chamfering for Apex ELJ piles and a maximum of four feet for Deflector ELJ piles.

If damage to the pile top is observed or as directed by the Engineer, Contracting Agency, or Authorized Representative, timber piles shall be fitted with two steel bands fitted around the butt end to prevent splitting, crushing, or brooming while driving as described in Section 9-10.1.

**6-05.3(11)D Achieving Minimum Tip Elevation and Bearing**

(\*\*\*\*\*)

Section 6-05.3(11)D is deleted in its entirety and replaced with the following:

The Contractor shall use all "normal means" necessary to ensure that the specified pile embedment is achieved, and the timber pile is not damaged. "Normal means" refer to pushing, side grip vibratory driving, vibratory driving with the pile cap, augering, and spudding piles. Blasting, drilling through obstructions, or casing through alluvium are not considered normal means and shall be used only when approved by the Engineer, Contracting Agency, or Authorized Representative. Pile spuds or augers shall have a diameter no larger than the least outside dimension of the pile. After the pile is driven, the Contractor shall fill all open spaces between the pile and the soil caused by

1 spudding or augering with native alluvium as approved by the Engineer, Contracting  
2 Agency, or Authorized Representative. The Contracting Agency will not pay any costs  
3 the Contractor incurs in re-driving piles loosened as a result of spudding or augering.  
4  
5 Piles shall be installed with the tip (narrow end of pile) end down. Contractor shall attain  
6 Engineer, Contracting Agency, or Authorized Representative's approval prior to shifting  
7 piles.  
8  
9 If, following implementation of all "normal means" a pile is not installed to the depths  
10 and tolerances as specified, consult the Engineer, Contracting Agency, or Authorized  
11 Representative. The Engineer will recalculate the Factor of Safety to determine if the  
12 embedment depth achieved is acceptable. If the pile has not met the minimum Factor  
13 of Safety, then a pile refusal contingency plan shall be implemented, which may require  
14 the Contractor to add additional ballast to the structure, install a replacement pile in an  
15 alternate location as directed by the Engineer, or substitute pinning logs which shall  
16 have rootwads intact and shall be excavated with rootwad buried and backfilled to  
17 excavation depth.  
18

19 **6-05.3(11)F Pile Damage**  
20 (\*\*\*\*\*)  
21

22 The first paragraph of Section 6-05.3(11)F is deleted and replaced with the following:  
23

24 The Contractor shall remove and replace any pile which is damaged or broken due to  
25 Contractor actions at no additional cost to the Contracting Agency. Damage is defined  
26 as pile breakage, splitting that extends below the pile cutoff elevation, excessive  
27 crushing or cracking, or holes, dents, or gouges larger than the acceptable criteria of  
28 Section 6-05.2(1)A. The method used in installing piles shall not subject the piles to  
29 excessive or undue abuse that results in brooming, splitting, or splintering of wood.  
30 Any pile damaged during installation by reason of improper driving, or installed out of  
31 its proper location, horizontally and/or vertically, shall be corrected by the Contractor,  
32 without compensation, by a method approved by the Engineer, Contracting Agency, or  
33 Authorized Representative.  
34

35 **6-05.3(11)G Pile Cutoff**  
36 (\*\*\*\*\*)  
37

38 The second paragraph of Section 6-05.3(11)G is deleted and replaced with the following:  
39

40 Tops of piles are to remain intact until structure is backfilled. Piles shall be cut to 12"-  
41 24" above the top of horizontal log. All visible ends of logs shall be cut or broken off to  
42 create natural appearance. No  
43 Flat cuts allowed.  
44

45 **6-05.3(13) Treatment of Timber Pile Heads**  
46 (\*\*\*\*\*)  
47

48 Section 6-05.3(13) is deleted in its entirety and replaced with the following:  
49

50 No preservatives shall be applied to pile heads.  
51  
52

1 **6-05.4 Measurement**

2 (\*\*\*\*\*)

3

4 Section 6-05.4 is deleted and replaced with the following:

5

6 Procuring, hauling, staging, driving, and incorporating piles into the construction of the  
7 Large Woody Material Structures, as called for in the Plans, is a part of and included in the  
8 following bid line items:

9

- 10 • “Type D – Deflector Jam”,
- 11 • “Type BR – Bar Roughening Jam”, or
- 12 • “Type MC – Mid-Channel Jam”

13

14

15 **6-05.5 Payment**

16 (\*\*\*\*\*)

17

18 Section 6-05.5 is deleted and replaced with the following:

19

20 Procuring, hauling, staging, driving, and incorporating piles into the construction of the  
21 Large Woody Material Structures, as called for in the Plans, is a part of and included in the  
22 following bid line items:

23

- 24 • “Type D – Deflector Jam”,
- 25 • “Type BR – Bar Roughening Jam”, or
- 26 • “Type MC – Mid-Channel Jam”

27

28 No additional payment shall be made.

29

30

31

32 **Section 6-10 Concrete Barrier**

33

34

35 **6-10.1 Description**

36 (\*\*\*\*\*)

37

38 Section 6-10.1 is supplemented with the following:

39

40 Work under this section includes furnishing and placing precast concrete barrier blocks of  
41 the type specified in the plans (a.k.a. ecology blocks) for parking lot barriers in accordance  
42 with the Plans, these Specifications, and at the locations shown in the Plans and directed  
43 by the Engineer.

44

45

46 **6-10.2 Materials**

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

48

49 Section 6-10.2 is supplemented with the following:

50

1 Ecology blocks shall be precast and produced from recycled concrete and furnished from  
2 a qualified/licensed vendor. Blocks will be 2 feet (h) by 2 feet (w) by 6 feet (l) and approx.  
3 3200 lbs. +/- The block will include an interlocking keyway feature for stacking and  
4 placement end to end. Blocks must include a lifting loop or similar attachment point feature  
5 for lifting.  
6  
7

### 8 **6-10.3 Construction Requirements**

#### 9 10 **6-10.3(6) Placing Concrete Barrier**

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

12  
13 Section 6-10.3(6) is supplemented with the following:  
14

15 Furnish precast Ecology Blocks and place at locations shown in the Plans where  
16 specified and directed by the Engineer or Engineer's Representative. Ecology blocks  
17 shall be placed on prepared and compacted subgrade/surface which is uniform and  
18 level or graded areas per the Plans.  
19

20 Ecology blocks shall be handled in safe manner and placed with equipment that will  
21 not damage or disfigure it.  
22  
23

### 24 **6-10.4 Measurement**

25 (\*\*\*\*\*)

26  
27 Section 6-10.4 is supplemented with the following:  
28

29 "Ecology Block Parking Barrier" shall be measured by Each for the work specified,  
30 complete, and approved by the Engineer.  
31  
32

### 33 **6-10.5 Payment**

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

35  
36 Section 6-10.5 is supplemented with the following:  
37

38 The unit Contract price paid for "Ecology Block Parking Barrier," per Each, shall include all  
39 necessary labor, materials, tools, equipment, and incidentals and shall be full pay for all  
40 Work described in this Section.  
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## **DIVISION 7**

### **Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits**

#### **Section 7-02, Culvert Pipe**

##### **7-02.3 Construction Requirements**

###### **7-02.3(4) Removing and Relaying Culvert Pipes** (\*\*\*\*\*)

Section 7-02.3(4) is supplemented with the following:

Where culvert pipes are removed but are not to be relaid, conform to Structure Excavation Class B under Section 2-09.3(4). The work includes the backfilling of trenches, holes, or pits that result from the culvert removal. Compact backfill to 90% RC or no less than surrounding soil densities. The fill shall match the level of surrounding ground.

###### **7-02.4 Measurement** (\*\*\*\*\*)

Section 7-02.4 is supplemented with the following:

“Remove Existing Culvert Under Access Road Incl. Haul,” shall be lump sum for the work specified, complete, and approved by the Engineer.

###### **7-02.5 Payment** (\*\*\*\*\*)

Section 7-02.5 is supplemented with the following:

The unit Contract price paid for “Remove Existing Culvert Under Access Road Incl. Haul,” lump sum, shall be full pay for all Work and necessary labor, materials, tools, equipment, and incidentals to remove and properly dispose of the approximately 40-foot long existing metal culvert under the access road as described in this Section. Please note that the Engineer’s plans show this culvert to be approximately 90-feet long but MCD’s field survey has it closer to being 40-feet long. Prospective Bidders are to verify culvert size, length, and composition prior to submitting their bids. No additional payment shall be made.

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**Section 7-07, Cleaning Existing Drainage Structures**

**7-07.5 Payment**  
(\*\*\*\*\*)

Section 7-07.5 is supplemented with the following:

“Clean Existing Drainage Culvert,” lump sum.

The unit Contract price paid for “Clean Existing Drainage Culvert,” lump sum, shall include all necessary labor, materials, tools, equipment, and incidentals and shall be full pay for all Work described in this Section. No additional payment shall be made.

1 **DIVISION 8**

2  
3 **Miscellaneous Construction**

4  
5 **Section 8-01, Erosion Control and Water Pollution Control**

6  
7  
8 **8-01.3 Construction Requirements**

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

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

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

14  
15 **Side Slope Treatment**

16 Slopes shall be compacted within 2 days of exposure of a new section of cut and  
17 construction of a new portion of an embankment.

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

26  
27 The Contractor shall protect all disturbed areas from erosion. All erosion and sediment  
28 control shall be maintained until all work and cleanup of the job site is complete.

29  
30 Contractor shall select best management practices (BMPs) from the following documents:

- 31 1. The WSDOT Temporary Erosion and Sediment Control Manual (keep on-site  
32 at all times)
- 33 2. The Standard Construction Specifications
- 34 3. The Project Special Provisions
- 35 4. Volume II of Stormwater Management Manual for Western Washington
- 36

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

39  
40 All erosion control materials that will remain onsite must be composed of 100%  
41 biodegradable materials.

42  
43 Straw used for erosion and sediment control, must be certified free of noxious weeds and  
44 their seeds. Hay is not acceptable.

45  
46 All straw material shall be Certified Weed-Free Straw using North American Weed  
47 Management Association (NAWMA) standards or the Washington Wilderness Hay and  
48 Mulch (WWHAM) program run by the Washington State Noxious Weed Control Board.  
49 Information can be found at [www.nwcb.wa.gov](http://www.nwcb.wa.gov).

50

1 The WWHAM program is now run by the Washington State Department of Agriculture's  
2 (WSDA) Plant Services Program. Current program information can be found at  
3 [https://agr.wa.gov/services/licenses-permits-and-certificates/plant-permits-and-  
5 certification-programs/wwham](https://agr.wa.gov/services/licenses-permits-and-certificates/plant-permits-and-<br/>4 certification-programs/wwham)

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

10  
11 The Contractor shall limit machinery movement to construction areas defined on the  
12 Engineer's Plans or identified as acceptable by the Contracting Agency or Engineer. Every  
13 reasonable effort shall be made to conduct the activities shown in the Engineer's Plans in  
14 a manner that minimizes the adverse impact on water quality, fish and wildlife, and the  
15 natural environment.

16  
17 No visible and measurable sediment or pollutant shall exit the site, enter a public right-of-  
18 way or be deposited into any water body or storm drainage system.

19  
20 Stabilize all exposed soil following ground disturbing activity prior to demobilization or if  
21 work is stopping for thirty (30) or more days. Stabilize with native seeding or 3-inch thick  
22 layer of medium compost.

23  
24 Erosion control seeding and noxious weed free straw mulching shall take place prior to  
25 demobilization.

26  
27 Inspect equipment daily for leaks and complete any required repairs in an upland location  
28 before using the equipment in or near the water.

29  
30 All equipment shall be thoroughly cleaned to remove petroleum residue, grease, oil, dirt,  
31 and noxious weed seeds prior to transport to the site.

32  
33 Fueling and servicing of equipment will be confined to an established staging area that is  
34 at least 150 feet from open water or wetlands. Spill containment systems shall be adequate  
35 to contain all fuel leaks.

36  
37 All equipment operating in or near the water shall utilize readily biodegradable vegetable-  
38 based hydraulic fluids.

39  
40 The Contractor is responsible for ensuring that no petroleum products, hydraulic fluid,  
41 sediments, sediment-laden water, chemicals, or any other toxic or deleterious materials  
42 are allowed to enter or leach into the subject river, stream, or wetland.

43  
44 **8-01.3(1)A Submittals**  
45 **(\*\*\*\*\*)**

46  
47 Section 8-01.3(1)A is supplemented with the following:

48  
49 For temporary erosion control seeding the Contractor shall submit for review and  
50 approval the required documentation for seed mix per Section 9-14.3.  
51

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

2 (\*\*\*\*\*)

3  
4 Delete the second paragraph in Section 8-01.3(1)A1 and replace it with the following:

5  
6 Prior to commencing construction, the Contractor shall develop and submit a  
7 Temporary Erosion and Sediment Control (TESC) Plan to the Engineer for approval.  
8 The Contractor shall be responsible for the maintenance and performance of the TESC  
9 Plan throughout the duration of the project. All TESC Plans shall meet the requirements  
10 of the current edition of the WSDOT Temporary Erosion and Sediment Control Manual  
11 and be adaptively managed throughout. The Contractor shall develop a schedule for  
12 implementation of the TESC work and incorporate it into the Contractor's progress  
13 schedule.

14  
15 The TESC Plan shall, at a minimum, shall include a narrative and marked up drawings  
16 that:

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

32  
33 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

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

35  
36 The list in the second paragraph in Section 8-01.3(1)B is supplemented with the  
37 following:

- 38  
39 5. Maintain an on-site TESC plan that reflects current site conditions and work  
40 methods. Provide weekly updates to the Project Engineer.
  - 41  
42 6. Identify arising needs for adaptive management and/or BMPs which were not  
43 originally identified in the TESC plan. Coordinate all proposed TESC activities  
44 with the Project Engineer.
  - 45  
46 7. Attend all weekly construction meetings and provide an update on current and  
47 planned TESC activities.
  - 48  
49 8. Ensure that all necessary Best Management Practices (BMP) are identified,  
50 implemented and maintained throughout construction.
- 51

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9. Oversee the installation and maintenance of all TESC control BMP's to ensure continued performance of their intended function. Damaged or inadequate BMP's shall be corrected immediately through coordination with the Engineer.

**8-01.3(1)C Water Management**

**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.

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)C7 Turbidity Curtain**  
(\*\*\*\*\*)

Section 8-01.3(1)C7 is supplemented with the following:

Portions of this project are located within the active river channel. Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary to install, maintain, remove, and dispose of a floatable turbidity curtain/silt boom as required by the Project Plans, the Standard Specifications, these Special Provisions, the Project Permits, and as directed by the Engineer.

Where directed by the Engineer and/or shown on the plans, a floatable turbidity curtain shall be installed within the active stream channel per manufacture's recommendations to retain any turbidity produced by construction activities. The product used shall be approved by the Engineer prior to installation.

All turbidity curtains/silt booms shall remain in place until no longer necessary and satisfactory project completion approval is obtained.

**8-01.3(10) Wattles**  
(\*\*\*\*\*)

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

Wattles shall be installed according to the Engineer's Plans.

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

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

All straw material shall be Certified Weed-Free Straw using North American Weed

1 Management Association (NAWMA) standards or the Washington Wilderness Hay and  
2 Mulch (WWHAM) program run by the Washington State Noxious Weed Control Board.  
3 Information can be found at [www.nwcb.wa.gov](http://www.nwcb.wa.gov).

4  
5 The WWHAM program is now run by the Washington State Department of Agriculture's  
6 (WSDA) Plant Services Program. Current program information can be found at  
7 [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)  
8 [certification-programs/wwham](https://agr.wa.gov/services/licenses-permits-and-certificates/plant-permits-and-certification-programs/wwham)  
9

10 In lieu of Certified Weed-Free Straw, the Contractor shall submit documentation that  
11 the materials is steam or heat treated to kill seeds, or shall submit U.S., Washington  
12 State, or other states' Department of Agriculture laboratory test reports, dated within  
13 90 days prior to the date of application, showing that there are no viable seeds in the  
14 straw.  
15

16  
17 **8-01.4 Measurement**  
18

19 **8-01.4(1) Lump Sum Bid for Project (No Unit Items)**  
20 **(\*\*\*\*\*)**  
21

22 Section 8-01.4(1) is supplemented with the following:  
23

24 No specific unit of measurement shall apply to the lump sum item of "Temporary Erosion  
25 & Sediment Control (TESC)—Including SWPPP." "TESC" shall include all work contained  
26 within this Section except work described under Section 8-01.3(1)C Water Management.  
27

28 No specific unit of measurement shall apply to the lump sum item of "Water Management  
29 & Temporary Stream Diversion." Water Management shall include all work described under  
30 Section 8-01.3(1)C Water Management.  
31

32 **8-01.4(4) Items Not Included with Lump Sum Erosion Control and Water Pollution**  
33 **Prevention**  
34 **(\*\*\*\*\*)**  
35

36 Section 8-01.4(4) is supplemented with the following:  
37

38 "High Visibility Fence" and "Silt Fence" will be measured by the linear foot along the  
39 ground line of the completed fence.  
40

41  
42 **8-01.5 Payment**  
43

44 **8-01.5(1) Lump Sum Bid for Project (No Unit Items)**  
45 **(\*\*\*\*\*)**  
46

47 Replace the first, second, and third paragraphs of Section 8-01.5(1) with the following:  
48

49 Payment will be made for the following Bid Item(s) when it is included in the Proposal:  
50

- 51 "Temporary Erosion & Sediment Control (TESC)—Including SWPPP," lump sum.  
52 "Water Management & Temporary Stream Diversion," lump sum.

1  
2 The lump sum Contract price for “Temporary Erosion & Sediment Control (TESC)–  
3 Including SWPPP” and “Water Management & Temporary Stream Diversion” shall be full  
4 pay to perform the Work as described in Section 8-01, and Section 8-31 for Temporary  
5 Stream Diversion, except for costs compensated by other Bid Proposal items as described  
6 in Section 8-01.4(4). Progress payment for the lump sum items “Temporary Erosion &  
7 Sediment Control (TESC)–Including SWPPP” and “Water Management & Temporary  
8 Stream Diversion” will be made as follows:

- 9 1. The Contracting Agency will pay 15 percent of the bid amount for the initial set  
10 up for the item. Initial set up includes the following:  
11 a. Acceptance of the TESC Plan (including SWPPP) provided by the Contracting  
12 Agency or submittal of a new TESC Plan (including SWPPP),  
13 b. Submittal and acceptance of water management plan and temporary stream  
14 diversion plan (TSD Plan) for in-water work and work below ordinary high-water  
15 mark,  
16 c. Submittal and acceptance of Contractor’s ESC Lead,  
17 d. Submittal of a Site Log Book (template) and a schedule for the installation of  
18 the BMPs,  
19 e. Identifying water quality sampling locations,  
20 f. TSD Plan Implementation Meeting per Section 8-31.3(1)B,  
21 g. Installation of sediment and erosion control devices at contractor staging areas  
22 and locations prior to ground disturbing activities, and  
23 2. Seventy percent of the bid amount will be paid in accordance with Section 1-09.9.  
24 3. Once the project is physically complete and copies of all reports submitted to  
25 Ecology have been submitted to the Engineer, and, if applicable, transference of  
26 the CSWGP back to the Contracting Agency is complete, the remaining 15  
27 percent of the bid amount shall be paid in accordance with Section 1-09.9.  
28

29 **8-01.5(4) Items Not Included with Lump Sum Erosion Control and Water Pollution**  
30 **Prevention**

31 (\*\*\*\*\*)  
32

33 Section 8-01.5(4) is replaced with the following:  
34

35 Payment will be made for the following Bid item(s) when it is included in the Proposal:  
36

37 “High Visibility Fence,” per linear foot.

38 “Silt Fence,” per linear foot.  
39

40 The unit contract price per linear foot for “High Visibility Fence” and “Silt Fence” shall  
41 be full pay for all costs to obtain, install, maintain, and remove the fence as specified.  
42 Once removed, the fencing shall remain the property of the Contractor.  
43  
44  
45

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

47  
48 **8-02.1 Description**

49 (\*\*\*\*\*)  
50

51 Section 8-02.1 is supplemented with the following:  
52

1 Work under this section includes seeding to restore and revegetate miscellaneous  
2 disturbed areas as shown on the Plans, including all labor, materials, tools, and equipment  
3 where specified and directed by the Engineer or Engineer's Representative, and in  
4 accordance with these Special Provisions and the Standard Specifications.  
5  
6

7 **8-02.2 Materials**

8 (\*\*\*\*\*)  
9

10 Section 8-02.2 is supplemented with the following:  
11

12	Hydraulically Applied Erosion Control Products (HECPs)	9-14.5(2)
13	Organic Tackifier	9-14.5(7)A
14	Biodegradable Erosion Control Blanket	9-14.6(2)
15	Wattles	9-14.6(5)

16  
17 The Contractor shall submit materials for a short-term biodegradable erosion control  
18 blanket (for slopes steeper than 3:1) and a seed mix for review and approval including the  
19 required documentation for seed mix per Section 9-14.3.  
20

21 The seed mix for miscellaneous disturbed soil areas shall conform to the following. Seed  
22 species substitutions require approval.  
23

24 **Revegetation Seed Mix**

Botanical Name	Common Name/Variety	% Weight
<i>Lolium perenne</i>	Perennial Ryegrass	40
<i>Festuca rubra</i>	Red Fescue	40
<i>Agrostis tenuis</i>	Colonial Bentgrass	10
<i>Trifolium repens</i>	White Clover	10
Seeding Rate – 100 lbs / acre		

25  
26 The Contractor shall submit materials for fertilizer, HECPs, and organic tackifier, suitable  
27 for hydroseeding, for review and approval.  
28

29 Coir fiber matting installed on parking lot slope shall be underlain by straw and approved  
30 seed mix.  
31  
32

33 **8-02.3 Construction Requirements**

34  
35 **8-02.3(3) Weed and Pest Control**

36 (\*\*\*\*\*)  
37

38 Section 8-02.3(3) is supplemented with the following:  
39

40 Chemical pest management and/ or weed control shall not be used on this project without  
41 approval from the Engineer or Contracting Agency.  
42

43 **8-02.3(3)A Chemical Pesticides**

44 (\*\*\*\*\*)  
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Section 8-02.3(3)A is supplemented with the following:

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

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

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

(\*\*\*\*\*)

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

The Contractor shall prepare miscellaneous disturbed areas for seeding, including temporary access roads specified for decommission/restoration, as follows:

1. De-compact (till) soil to a depth of no less than 8-inches. Do not till any slopes steeper than 2(H) to 1(V).
2. Remove all excess material, debris, stumps, and rocks greater than 3 inches in diameter from areas to be seeded. Dispose of removed materials offsite.
3. Prepare seeding area to a weed free condition.
4. Bring area to uniform grade as shown in the Plans to provide a reasonably firm but friable seedbed; tractor walk to uniformly cover the surface with longitudinal depressions at least 2 inches deep formed perpendicular to the natural flow of water on the slope. Condition the soil with sufficient water so the longitudinal depressions remain in the soil surface until completion of the seeding.
5. Apply seed via **hydroseeding** operations within two days of seeding area preparation.
6. For slopes steeper than 3:1 cover with short-term biodegradable erosion control blanket. Install biodegradable erosion control blanket per Section 8-01.3(3).

**8-02.3(9)C Seeding with Fertilizers and Mulches**

(\*\*\*\*\*)

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

The Contractor shall notify the Engineer not less than 24 hours in advance of seeding operations and shall not begin the Work until areas prepared or designated for seeding have been accepted.

Apply a mixture of seed, fertilizer, mulch, and tackifier by hydroseeding operation. Conform to the following rates.

Seed Mix	100 lbs / acre
Fertilizer	90 lbs / acre
HECP Mulch	1500 lbs / acre
Tackifier	150 lbs / acre

**8-02.4 Measurement**

(\*\*\*\*\*)

Section 8-02.4 is supplemented with the following:

All materials, equipment, and labor necessary to de-compact, grade, prepare, seed, mulch, and restore miscellaneous disturbed areas affected by construction activities shall

1 be paid for under Bid Line Items “Disturbed Soil Area Seeding (Hydroseeding Application),”  
2 per acre, or “Erosion Control Blanket (Seeded Slopes Greater than 3:1),” per square foot.  
3  
4

5 **8-02.5 Payment**

6 (\*\*\*\*\*)

7

8 Section 8-02.5 is supplemented with the following:  
9

10 The unit Contract price paid per acre for “Disturbed Soil Area Seeding (Hydroseeding  
11 Application)” shall include all necessary labor, materials, tools, equipment, and incidentals  
12 and shall be full pay for all Work described in this Section.  
13

14 The unit Contract price paid per square foot for “Erosion Control Blanket (Seeded Slopes  
15 Greater than 3:1)” shall include all necessary labor, materials, tools, equipment, and  
16 incidentals and shall be full pay for all Work described in this Section.  
17

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20 **Section 8-15, Riprap**

21

22

23 **8-15.1 Description**

24 (\*\*\*\*\*)

25

26 Section 8-15.1 is supplemented with the following:  
27

28 Work under this section includes rock of the type and gradation specified on the Plans and  
29 the specified filter blanket. Submit a description of the proposed materials and source to  
30 the Engineer 5 working days prior to beginning installation.  
31

32

33

34 **8-15.2 Materials**

35 (\*\*\*\*\*)

36

37 Section 8-15.2 is supplemented with the following:  
38

38 Rock for Erosion and Scour Protection, Class A 9-13.4(2)

39 Construction Geosynthetic 9-33  
40

41 Submit a description of the proposed materials and source to the Engineer 5 working days  
42 prior to beginning installation.  
43

44

45

46 **8-15.3 Construction Requirements**

47

48 **8-15.3(1) Excavation for Riprap**

49 (\*\*\*\*\*)

50

51 Section 8-15.3(1) is supplemented with the following:

1 Prior to placement of inlet protection, rock slope protection, and rock lined drainage  
2 ditch, the prepared surface slopes for erosion and scour protection shall be excavated  
3 to lines, grades, and elevations as shown in the Plans. No material shall be placed  
4 until the grade is approved by the Engineer.  
5

6 **8-15.3(3) Hand Placed Riprap**

7 (\*\*\*\*\*)  
8

9 Section 8-15.3(3) is supplemented with the following:  
10

11 Rock for inlet protection, rock slope protection, and rock lined drainage ditch shall be  
12 placed in such a manner to produce a well graded mix with smaller fragments filling  
13 the space between the larger rock. The layers shall be placed such that voids are  
14 minimized, and that the layers are the specified thickness. When placing rock, the  
15 method used shall not stretch, tear, puncture, or reposition the filter layer. Placement  
16 of rock shall be from the bottom working toward the top of the slope so that rolling and  
17 segregation does not occur.  
18

19 **8-15.3(7) Filter Blanket**

20 (\*\*\*\*\*)  
21

22 Section 8-15.3(7) is supplemented with the following:  
23

24 When required in the Plans, the construction of inlet protection, rock slope protection,  
25 and rock lined drainage ditch involves placement of a filter. This filter shall be placed  
26 between the prepared surface and the material for erosion and scour protection.  
27 Whether the filter is composed of one or more layers of granular material or made of  
28 geotextile, its placement shall result in a continuous installation that maintains the  
29 contact with the prepared surface beneath. If multiple layers of different materials are  
30 required, they shall be placed using methods that will not cause mixing of the materials  
31 in the different layers. The prepared surface should be clean and free of projections,  
32 debris, construction materials, and other foreign objects that would prevent the filter  
33 from being properly placed. Voids, gaps, tears, or other holes in the filter layer shall be  
34 replaced or repaired.  
35

36 The filter layer shall be placed as shown in the Plans, and according to the applicable  
37 following sections:  
38

39 Construction Geosynthetic	2-12
40 Quarry Spalls	8-15.3(6)

41  
42

43 **8-15.4 Measurement**

44 (\*\*\*\*\*)  
45

46 Section 8-15.4 is supplemented with the following:  
47

48 "Inlet Protection (Class A Rock, 12" Thickness, Incl. Geotextile)" shall be measured by the  
49 Cubic Yard for materials installed for erosion and scour protection and approved by the  
50 Engineer. Weight tickets shall be provided to the Engineer upon delivery to the site.  
51

1 "Rock Lined Drainage Ditch (Incl. Geotextile)" shall be measured by the Cubic Yard for  
2 materials installed and approved by the Engineer. Weight tickets shall be provided to the  
3 Engineer upon delivery to the site.  
4

5 "Rock Slope Protection (Incl. Geotextile)" shall be measured by the Cubic Yard for  
6 materials installed and approved by the Engineer. Weight tickets shall be provided to the  
7 Engineer upon delivery to the site.  
8  
9

10 **8-15.5 Payment**

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

12

13 Section 8-15.5 is supplemented with the following:  
14

15

16 The unit Contract price paid per cubic yard for "Inlet Protection (Class A Rock, 12"  
17 Thickness, Incl. Geotextile)" shall include all necessary labor, materials, tools, equipment,  
18 and incidentals and shall be full pay for all Work described in this Section.

19

20 The unit Contract price paid per cubic yard for "Rock Lined Drainage Ditch (Incl.  
21 Geotextile)" shall include all necessary labor, materials, tools, equipment, and incidentals  
22 and shall be full pay for all Work described in this Section.

23

24 The unit Contract price paid per cubic yard for "Rock Slope Protection (Incl. Geotextile)"  
25 shall include all necessary labor, materials, tools, equipment, and incidentals and shall be  
26 full pay for all Work described in this Section.  
27  
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32 **Section 8-21, Permanent Signing**

33

34

35 **8-21.4 Measurement**

36 (\*\*\*\*\*)

37

38 Section 8-21.4 is supplemented with the following:  
39

40

41 "Accessible Parking Signage" shall be measured per Each for materials installed and  
42 approved by the Engineer.  
43

44

45

46 **8-21.5 Payment**

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

48

49 Section 8-21.5 is supplemented with the following:  
50

51

52 The unit Contract price paid per each for "Accessible Parking Signage" shall include all  
53 necessary labor, materials, tools, equipment, and incidentals and shall be full pay for all  
54 Work described in this Section.  
55

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

2  
3  
4 **8-31.1 Description**

5 (\*\*\*\*\*)

6  
7 Section 8-31.1 is supplemented with the following:

8  
9 The work for temporary stream diversion will be included with the work for water  
10 management under Section 8-01.3(1)C Water Management including all labor, materials,  
11 tools, and equipment where specified and directed by the Engineer or Engineer's  
12 Representative, and in accordance with these Special Provisions and the Standard  
13 Specifications.

14  
15  
16 **8-31.5 Payment**

17 (\*\*\*\*\*)

18  
19 Section 8-31.5 is replaced with the following:

20  
21 Payment for temporary stream diversion included in the lump sum contract bid item "Water  
22 Management & Temporary Stream Diversion" as described under Section 8-01.5(1) shall  
23 be full pay to perform the Work as described in Section 8-31 for Temporary Stream  
24 Diversion. No additional payment shall be made.

25  
26  
27  
28 **Section 8-33, Large Woody Material Structures**

29 (\*\*\*\*\*)

30  
31 Section 8-33, including title, is added with the following:

32  
33 **8-33.1 Description**

34  
35 This Work shall consist of all labor, materials, tools, and equipment for furnishing and  
36 installing the large woody material (LWM) structures to enhance stream habitat as shown  
37 on the Plans, where specified and directed by the Engineer or Engineer's Representative,  
38 and in accordance with these Special Provisions. The Structures shall conform to the  
39 dimensions, lines, and grades required by the Plans, the Engineer, and these Special  
40 Provisions.

41  
42 **8-33.1(1) Definitions**

43  
44 **Diameter at breast height (DBH)** - The method of expressing the diameter of the trunk of  
45 a tree measured 4.5 feet above ground when standing.

46  
47 **Large Woody Material (LWM)** - Trees and parts of trees including any variation of logs,  
48 rootwads, or stumps greater than 4 inches in diameter.

49  
50 **Small Woody Material (SWM)** - Small trees and parts of trees where the trunk is 2 to 4  
51 inches in diameter.

1  
2 **Slash** - Small trees and parts of trees where the trunk is less than 2 inches in diameter.  
3  
4

## 5 **8-33.2 Materials**

6

7 Woody material may be available from trees removed by excavation or clearing and  
8 grubbing limits as shown in the Plans. Components of the removed trees which meet the  
9 criteria for the specific woody material may be used to supplement the woody material and  
10 will be accepted based on a visual inspection by the Engineer prior to placement in the  
11 work.  
12

### 13 **Large Woody Material (LWM):**

14 LWM shall be a log with or without rootwad as specified in the Plans. LWM shall be free of  
15 soil and rocks, rot and disease, and shall be free of fractures. It shall retain at least 50%  
16 of the original bark in its final placement. Cleaning shall not strip LWM of bark and roots.  
17 All large and medium logs are to be brought to structure locations in 45-foot lengths. Large  
18 and medium logs listed less than 45-feet in length shall be broken to length. Any remaining  
19 length shall be used in the structure as additional racking material.  
20

### 21 **Log without Rootwad:**

22 When a log without rootwad is specified in the Plans, it shall meet the following  
23 requirements:  
24

- 25 1. The trunk shall be of a native coniferous tree excluding western red cedar (*Thuja*  
26 *plicata*).  
27
- 28 2. Diameter shall be as specified in the Plans with an acceptable tolerance of  $\pm 10\%$ .  
29 Diameter shall be measured at the midpoint of the cut log.  
30
- 31 3. The length shall be as specified in the Plans with an acceptable tolerance of  $\pm 6$  inches.  
32 The length shall be measured from cut end to cut end.  
33

### 34 **Log with Rootwad:**

35 When a log with rootwad is specified in the Plans, it shall meet the following requirements:  
36

- 37 1. The trunk shall be of a trunk of a native coniferous tree excluding western red cedar  
38 (*Thuja plicata*).  
39
- 40 2. Diameter is defined as the DBH as specified in the Plans with an acceptable tolerance  
41 of  $\pm 10\%$ .  
42
- 43 3. The length shall be as specified in the Plans with an acceptable tolerance of  $\pm 6$  inches.  
44 The length shall be measured from the cut end of the log to the start of the rootwad mass.  
45
- 46 4. The rootwad diameter, averaged from two orthogonal measurements, shall be a  
47 minimum of 2.5 times DBH and maximum as determined by the Engineer with roots intact.  
48 Rootwads shall not be cut, unless approved by the Engineer.  
49

### 50 **Small Woody Material (SWM):**

51 SWM shall consist of a random assortment of branches, trees, brush and treetops of the  
52 following native species: western red cedar (*Thuja plicata*), Douglas fir (*Pseudotsuga*

1 mensezeii), western hemlock (*Tsuga heterophylla*) coniferous trees, or various hardwood  
2 trees. No more than 50% of hardwood species shall be used. Branches, twigs, leaves and  
3 needles shall be left intact to the extent possible given the mechanics of handling SWM.  
4 The maximum diameter of any piece of SWM shall be 4 inches. The maximum length of  
5 any piece of SWM shall be 6 feet. SWM shall not contain any material which causes  
6 turbidity.

7  
8 **Slash:**  
9 Slash shall consist of a random assortment of branches, trees, brush and treetops of the  
10 following native species: western red cedar (*Thuja plicata*), Douglas fir (*Pseudotsuga*  
11 *mensezeii*), western hemlock (*Tsuga heterophylla*), Sitka spruce (*Picea sitchensis*)  
12 coniferous trees, or various hardwood trees. No more than 50% of hardwood species shall  
13 be used. Branches, twigs, leaves and needles shall be left intact to the extent possible  
14 given the mechanics of handling Slash. The maximum diameter of any piece of Slash shall  
15 be 2 inches. The maximum length of any piece of Slash shall be 6 feet. Slash shall not  
16 contain any material which causes turbidity.

17  
18 **Piling:**  
19 All piles shall be round, untreated timber piles and shall be Douglas Fir with a bending  
20 capacity of greater than 2,000 psi. Piles shall be free from defects, cracks, and splitting at  
21 the time of driving. Piles shall be at least 16 inches and no more than 22 inches in diameter,  
22 measured 3 feet above the butt. Piles shall have a maximum taper of 1 inch per 10 feet.  
23 Pile logs shall have a minimum length of 35 feet, or as specified per structure, in the  
24 Engineer's Plans.

25  
26 Timber piling materials shall meet the required standards and specifications set forth in  
27 Section 6-05.2, Section 9-10.1, the Engineer's Plans, and/or Special Provisions

28  
29 **Pinning Log:**  
30 Pinning logs are to be utilized in the construction of Side Channel Type A Jams and shall  
31 meet the following requirements:

- 32
- 33 1. The trunk shall be of a native coniferous tree excluding western red cedar (*Thuja*  
34 *plicata*).
  - 35
  - 36 2. Diameter shall be as specified in the Plans with an acceptable tolerance of  $\pm 10\%$ .  
37 Diameter shall be measured at the midpoint of the cut log.
  - 38
  - 39 3. The length shall be as specified in the Plans with an acceptable tolerance of  $\pm 6$  inches.  
40 The length shall be measured from cut end to cut end.

41  
42 **Hardware:** Threaded rods shall be fully threaded steel rods (ASTM A193, Grade B7) and  
43 have a minimum diameter of 1-inch. Threaded rod connections shall use steel nuts (ASTM  
44 A194, Grade 2H) and 4-inch washers (ASTM F436) on each end. Visible portions of  
45 hardware shall be grey or other approved neutral color. Rods shall be flush cut at the nuts  
46 and sharp edges ground flush.

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TOTAL PROJECT WOOD AND MATERIAL SCHEDULE						
Log Type	Size (DBH)	Delivered Log Length (ft)	Rootwad	Min Rootwad Dia. (ft)	Branches	Project Total
Large	22-30"	45	YES	5	NO	127
Medium (45')	16-22"	45	NO	-	NO	6
Medium (≤ 45')	16-22"	45	YES	4	NO	41
Medium (≤ 45')	16-22"	45	OPT	4	NO	35
Racking (10-16")	10-16"	20	OPT	-	OPT	355
Medium Pile	16-22"	35	NO	-	NO	55
Pinning Log	12"	10	OPT	-	NO	12
Slash (cy)	1-6"	-	-	-	YES	436
Live Cuttings	-	-	-	-	-	616
Threaded Rod	1" dia. (min)	-	-	-	-	61
Steel Nuts	fit rod	-	-	-	-	122
4" Steel Washers	fit rod	-	-	-	-	122

<b>Large and Medium Logs w/ Rootwad Total = 168</b>
<b>Medium Logs NO Rootwad Total = 6</b>
<b>Medium Logs Rootwad <i>Optional</i> Total = 35</b>

<b>Large and Medium Logs Total = 209</b>
<b>Wood Piles Total= 55</b>
<b>Pinning Logs Total= 12</b>

See Plans (Appendix A) for individual Large Woody Material Structure type's wood and material requirements.

**8-33.3 Construction Requirements**

**8-33.3(1) General**

The Contractor shall install woody material structures as shown on the Plans, where specified and directed by the Engineer or Engineer's Representative, and in accordance with these Special Provisions.

The Contractor shall exercise care when procuring materials, transporting and installing the woody material to avoid damage. Rootwads shall remain intact during procurement, delivery, and installation.

The Contractor shall exercise care when placing the woody material to ensure that the method of installation minimizes disturbance of waterways and prevents sediment or pollutant discharge into water.

Do not drag large woody material. Suspend large woody material during placement, repositioning, or removal so it does not damage the bed or banks.

All visible ends of logs shall be cut or broken off to create a natural appearance. No flat cuts are allowed.

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**8-33.3(2) Storing and Handling Material**

At the Work site, the Contractor shall store all woody material and logs in piles. Weeds and rubbish under and around these piles shall have been removed before the wood material is stacked. Untreated logs shall be open stacked at least 12 inches above the ground. It shall be piled to shed water. The logs shall be sorted into different diameters and lengths to clearly separate the specific sizes needed.

**8-33.3(3) Large Woody Material Jams**

Work under this item shall consist of furnishing all labor, tools, equipment and material necessary to install the LWM “Type D – Deflector Jam”, “Type BR – Bar Roughening Jam”, “Type MC – Mid-Channel Jam”, “Type B – Bank Jam”, “Type SC-A – Side Channel Type A Jam”, and “Type SC-B – Side Channel Type B Jam” in accordance with the Project Plans, Standard Specifications, and these Special Provisions. Clearing and Grubbing, Excavation, Backfilling, and Embankment work performed under this Section is considered inclusive of the Work for the large woody material jams and included in the unit bid prices.

The Contractor shall furnish all woody materials as shown on the Plans and directed by the Engineer. Racking Logs and woody slash may be salvaged from onsite sources by the Contractor as described in Section 2-01 where authorized by the Engineer or Engineer’s Representative. All imported logs shall be of the size noted on the plans.

The Contractor shall clear and grub the work area in accordance with Section 2-01, excavate for installation of the structure in accordance with Section 2-03.3(3), install the Logs and Woody Slash as shown on the Plans and directed by the Engineer, and backfill the structure in accordance with Section 2-03.3(14)B.

LWM Jams shall be placed at the locations shown on the Plans or as staked by the Engineer prior to installation. Woody material will be sorted, arranged, and installed as indicated in the applicable details and log schedule in the Plans per each LWM Jam type. Log and pile sizes, lengths, and materials shall comply with the specifications and details shown in the Plans and conforming to these Special Provisions. Pile supported LWM Jam structures shall have piles driven at locations and to depths specified in the Plans or as marked in the field. The Engineer or Engineer’s Representative may provide field directions for placement and adjustments to piling locations and woody materials to best fit field conditions. The area shall be graded as shown in the Plans after installation of the LWM Jams.

Threaded rods shall be fully threaded steel rods (ASTM A193, Grade B7) and have a minimum diameter of 1-inch.

Threaded rod connections shall use steel nuts (ASTM A194, Grade 2H) and 4-inch washers (ASTM F436) on each end. Visible portions of hardware shall be grey or other approved neutral color. Rods shall be flush cut at the nuts and sharp edges ground flush.

Any revegetation work associated with the Large Woody Material (LWM) Jams on the plans shall be completed as described in Section 8-02 Roadside Restoration of the Standard Specifications and these Special Provisions.

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### **8-33.4 Measurement**

“Type D – Deflector Jam”, “Type BR – Bar Roughening Jam”, “Type MC – Mid-Channel Jam”, “Type B – Bank Jam”, “Type SC-A – Side Channel Type A Jam”, and “Type SC-B – Side Channel Type B Jam” shall be measured on a per unit basis for each structure installed and approved by the Engineer.

### **8-33.5 Payment**

Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the Proposal:

- “Type D – Deflector Jam”, per Each
- “Type BR – Bar Roughening Jam”, per Each
- “Type MC – Mid-Channel Jam”, per Each
- “Type B – Bank Jam”, per Each
- “Type SC-A – Side Channel Type A Jam”, per Each
- “Type SC-B – Side Channel Type B Jam”, per Each

Payment for “Type D – Deflector Jam” will be made at the Contract per each unit price bid and shall include furnishing all necessary labor, materials, tools, equipment, and incidentals including excavation, pile driving, and backfill and shall be full pay for all Work described in this Section.

Payment for “Type BR – Bar Roughening Jam” will be made at the Contract per each unit price bid and shall include furnishing all necessary labor, materials, tools, equipment, and incidentals including excavation, pile driving, and backfill and shall be full pay for all Work described in this Section.

Payment for “Type MC – Mid-Channel Jam” will be made at the Contract per each unit price bid and shall include furnishing all necessary labor, materials, tools, equipment, and incidentals including excavation, pile driving, and backfill and shall be full pay for all Work described in this Section.

“Type B – Bank Jam” will be made at the Contract per each unit price (there are 11 Bank Jam units, each is approximately forty-five (45) feet in length, creating 5 Bank Jam structures in total) and shall include furnishing all necessary labor, materials, tools, equipment, and incidentals including excavation and backfill and shall be full pay for all Work described in this Section.

Payment for “Type SC-A – Side Channel Type A, Jam” will be made at the Contract per each unit price bid and shall include furnishing all necessary labor, materials, tools, equipment, and incidentals including excavation, installing pinning logs, and backfill and shall be full pay for all Work described in this Section.

Payment for “Type SC-B – Side Channel Type B, Jam” will be made at the Contract per each unit price bid and shall include furnishing all necessary labor, materials, tools, equipment, and incidentals including excavation and backfill and shall be full pay for all Work described in this Section.

1 **DIVISION 9**

2 **Materials**

3  
4

5 **Section 9-10 Timber Piling**

6  
7

8 **9-10.1 Timber Piling**

9 (\*\*\*\*\*)

10

11 Section 9-10.1 is deleted in its entirety and replaced with the following:

12

13 All piles shall be round, untreated timber piles and shall be Douglas Fir with a bending  
14 capacity of greater than 2,000 psi. Piles shall be free from defects, cracks, and splitting at  
15 the time of driving. Piles shall be at least 16 inches and no more than 22 inches in diameter,  
16 measured 3 feet above the butt. Piles shall have a maximum taper of 1 inch per 10 feet.  
17 Pile logs shall have a minimum length of 35 feet, or as specified per structure, in the  
18 Engineer's Plans.

19

20 Timber piling materials shall meet the required standards and specifications set forth in the  
21 Engineer's Plans and/or Special Provisions.

22

23 **9-10.1(1) Untreated Piling**

24 (\*\*\*\*\*)

25

26 The first sentence of the first paragraph of Section 9-10.1(1) is replaced with the following:

27

28 Untreated timber pilings shall be Douglas Fir.

29

30

31

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

33

34

35 **9-14.3 Seed**

36 (\*\*\*\*\*)

37

38 Section 9-14.3 is supplemented with the following:

39

40 The Contractor shall submit materials for a short-term biodegradable erosion control  
41 blanket (for slopes steeper than 3:1) and a seed mix for review and approval including the  
42 required documentation for seed mix per Section 9-14.3.

43

44 The seed mix for miscellaneous disturbed soil areas shall conform to the following. Seed  
45 species substitutions require approval.

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Revegetation Seed Mix

Botanical Name	Common Name/Variety	% Weight
<i>Lolium perenne</i>	Perennial Ryegrass	40
<i>Festuca rubra</i>	Red Fescue	40
<i>Agrostis tenuis</i>	Colonial Bentgrass	10
<i>Trifolium repens</i>	White Clover	10
Seeding Rate – 100 lbs / acre		

2

3

The Contractor shall submit materials for fertilizer, HECs, and organic tackifier, suitable for hydroseeding, for review and approval.

4

5

Seed species substitutions require approval.

6

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8

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

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

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**9-14.5 Mulch and Amendments**

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21

Section 9-14.5 is supplemented with the following:

22

23

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

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**9-14.5(1) Straw**

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34

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

35

36

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

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**9-14.6 Erosion Control Devices**

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**9-14.6(2) Biodegradable Erosion Control Blanket**

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Section 9-14.6(2) is supplemented with the following:

Coir fiber matting installed on parking lot slope shall be underlain by straw and approved seed mix.

The Contractor shall submit materials for a short-term biodegradable erosion control blanket (for slopes steeper than 3:1) and a seed mix for review and approval

**9-14.6(5) Wattles**

(\*\*\*\*\*)

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

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

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

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

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

# 1 PROJECT SPECIFIC SPECIFICATIONS

## 4 Mobilization

6 Mobilization consists of preconstruction expenses and the costs of preparatory Work and  
7 operations performed by the Contractor. Mobilization shall include all preparatory Work  
8 performed by the Contractor including procurement, loading, and transportation of tools,  
9 equipment, supplies, and personnel to the Project site for the execution of the work to fulfill  
10 the requirements of the scope of work in this contract.

12 The Contractor shall begin Mobilization to the Project Site on a mutually agreed upon date.  
13 Work below the ordinary high-water line, including the in-water installation and removal of  
14 worksite isolation structures, must only occur between August 1- August 31 of each calendar  
15 year, with the following exceptions:

- 16 a. Work, including site isolation, may occur from July 15 to July 31 or September 1 to  
17 September 15 if redd surveys have shown that no eggs are on site. No work may occur  
18 within 300ft upstream of any pre-emergent fry redds.
- 19 b. Any work which, at the time of any ground breaking activity, is naturally or artificially  
20 isolated and entirely lacking a flowing water connection to the Skokomish River is  
21 authorized to occur year-round following the survey for, and removal of, any native fish  
22 using established and approved methods. If the site becomes inundated or flow  
23 reaches the work area, all hydraulic project activities must immediately cease, except  
24 those needed to control erosion and siltation.
- 25 c. Work which is done entirely in the dry may occur year round.

26  
27 All equipment shall be washed prior to mobilization to the Project Site to minimize the  
28 introduction of foreign materials and fluids to the project site. All equipment shall be free of oil,  
29 hydraulic fluid, and diesel fuel leaks. To prevent invasion of noxious weeds or the spread of  
30 whirling disease spores, all equipment shall be power washed or cleaned to remove mud and  
31 soil prior to mobilization into the project area. It will be the contractor's responsibility to ensure  
32 that adequate measures have been taken.

33  
34 The lump sum Contract price for Bid line item "Mobilization" shall be full compensation for all  
35 labor, material, and equipment required to perform the Work as described in Section 1-09.7  
36 and these Project Specific Specifications.

## 39 Construction Surveying

40  
41 The Engineer or Contracting Agency shall furnish to the Contractor **one time only** all principal  
42 lines, grades, and measurements the Engineer deems necessary for completion of the work.  
43 These shall generally consist of one initial set of:

- 44 1. Set project benchmarks, as necessary;
  - 45 2. Access and staging limits;
  - 46 3. Limits of new parking area;
  - 47 4. Key pile locations; and
  - 48 5. Centerline finish grade stakes for floodplain side channels;
  - 49 6. Access road centerline staking as necessary
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## **Temporary Access Roads**

The Contractor will establish and/or improve and maintain temporary access roadways for construction and equipment access as required to perform the Project Work, as shown on the Plans and as may be directed by the Engineer, Engineer’s Representative, or Mason Conservation District.

Work may include minor grading to smooth and restore existing native surface roadways. Trimming of existing vegetation may be required to establish safe travel way widths for equipment to pass through. New temporary access roads, where authorized, may require clearing and grubbing (Section 2-01) to establish the temporary access road/travel way. Most construction sites for the LWM structures will be accessed along gravel bars, however some instream work is required.

The project HPA allows for no more than three (3) temporary bridge crossings to be constructed in the river at the locations shown in the Engineer’s Plans. Mid-channel mats may be placed in the river as a substitute for a temporary crossing when feasible and the least impactful method at any crossing location.

The project HPA authorizes no more than 10 wet crossings per temporary crossing constructed in order to properly install or isolate the crossing for use as an equipment crossing.

When wet crossing, equipment must cross the river in the most direct route and in a manner that does the least damage to the bed, streambank, and streambank vegetation. If needed, place planks, matting, or other suitable clean temporary material on the bank when driving equipment into and out of the channel to prevent damage.

All temporary construction access roadways shall be decommissioned and/or restored to pre-project conditions, as specified on the Plans, at the completion of the project work.

The lump sum bid price for “Temporary Access Roads” shall be full compensation for all labor, equipment, and material required to establish, maintain, and decommission and/or restore temporary construction access roadways, including temporary stream crossings, and disposal of all generated wastes, as required for equipment access to perform the Project Work. All temporary stream crossings shall follow the stipulations set forth in the project’s HPA. No additional compensation shall be made.

“Temporary Access Roads,” lump sum.

The lump sum Contract price paid for “Temporary Access Roads” shall include all necessary labor, materials, tools, equipment, and incidentals and shall be full pay for all Work described in this Section.

## **Project Temporary Traffic Control**

Project work will require temporary access paths along the Skokomish River, potentially across the river, and in some cases access via private parcels. There will be no bypasses needed for West Skokomish Valley Road or North Sunnyside Road. However, there may be flaggers and construction signs denoting construction ahead and construction vehicle entrances at

1 specified locations along these roadways. These access roads and signage will likely be in  
2 place for up to four months.

3  
4 The lump sum bid unit price for "Project Temporary Traffic Control" shall be full compensation  
5 for all labor, equipment, signs, and material necessary to appropriately warn and control traffic  
6 in the vicinity of the Project site on West Skokomish Valley Road and North Sunnyside Road.  
7 No additional compensation shall be made.

## 8 9 10 **Spill Prevention, Control, and Cleanup**

11  
12 The Contractor shall develop and submit a Spill Prevention, Control and Countermeasures  
13 Plan (SPCC) and have quick response spill kit materials at the project site in accordance  
14 with the Standard Specifications, conforming to Section 1-07.15. This item shall be incidental  
15 to and included in the lump sum cost paid for the bid item "SPCC Plan."

16  
17 The lump sum payment for the "SPCC Plan" shall be full pay for all costs associated with  
18 creating and updating the accepted SPCC Plan, and all costs associated with the set  
19 up of prevention measures and for implementing the current SPCC Plan as required by this  
20 Specification.

## 21 22 23 **Project Clean-up**

24  
25 This item includes conformance with Section 1-04.11 and all work not otherwise specified to  
26 remove all excess construction materials and other refuse and clean the project area after  
27 construction is complete. Clean-up shall include, but is not limited to, removal of all refuse  
28 from the habitat log stockpile areas and staging areas. Restore any disturbed bed, bank, and  
29 riparian zone elevations and contours to pre-project condition. Backfill trenches, depressions,  
30 and holes in channel beds that may entrain fish during high water. This item shall be paid as  
31 a lump sum for bid item "Project Clean-up." The lump sum price shall be full payment for all  
32 labor, equipment and material to clean and restore the project area to the satisfaction of the  
33 Engineer and Mason Conservation District representative(s). No additional payment shall be  
34 made.

## 35 36 37 **Hydraulic Excavators (Large Woody Material Structures Install and 38 Associated Tasks)**

39  
40 The Contractor shall supply operators and excavators that have a minimum operating weight  
41 equal to or greater than 50,000 pounds and a minimum reach of 30 feet. All excavators shall  
42 be crawler mounted and equipped with excavation and finishing buckets, and hydraulic thumb.

43  
44 The Contractor shall construct 21 Large Wood Material (LWM) structures and 13 Side Channel  
45 Habitat Structures to restore floodplain function and improve aquatic habitat on the Skokomish  
46 River. See the Engineer's Plans (Appendix A) for a map of the project areas, stockpile  
47 locations, LW structure sites and locations and for typical LW structure design and  
48 specifications but note that all structures will be field fit as directed by the Mason Conservation  
49 District representatives.

50

1 General staging areas for equipment and vehicles during the instream construction will be  
2 proposed by the contractor and approved by MCD and the Engineer. Staging areas for storage  
3 of vehicles, equipment, and fuels will be located at least 150 feet from flowing water and  
4 wetlands (or as shown on the plans) to prevent erosion or contamination. Clearing and  
5 grubbing activities of staging, project, and or stockpile areas will be limited to the greatest  
6 extent possible and be directed by the MCD construction manager. Any large wood, top soil,  
7 and native channel material displaced by construction will be stockpiled for use during staging  
8 area site restoration.  
9

10 Channel excavation and the placement of woody structures will be conducted outside of active  
11 flow whenever feasible. Access to construction sites will primarily occur from riverbanks or via  
12 gravel bars; however, certain situations may necessitate stream crossings. Equipment and  
13 material crossings within the wetted mainstem channel may be required to facilitate site  
14 access and expedite the construction of some log complexes. The construction of these log  
15 complexes may result in disturbance to riparian areas. All instream activities are required to  
16 take place during the designated instream work period (July 15 – September 15).  
17

18 Since work during this stage of construction will be done near surface water, all excavators  
19 (and equipment working over surface waters or below the OHWM) **SHALL** use bio-degradable  
20 hydraulic fluid. The hydraulic fluid must be readily biodegradable and non-toxic ISO 40(J-20-  
21 C) grade tractor oil for use in heavy-duty brake, transmission and hydraulic systems. The  
22 hydraulic fluid shall be based on natural ester technology and a direct replacement for  
23 petroleum oil-based tractor fluids. Oil shall meet or exceed the requirements of petroleum oil  
24 based hydraulic fluids. All costs for providing and maintaining the excavators (and equipment  
25 working near, over surface waters, or below the OHWM) with the specified hydraulic fluid to  
26 the project site shall be incidental too and included in the costs paid for the items of work  
27 involved.  
28

29 Equipment used in or near water must use environmentally acceptable lubricants composed  
30 of biodegradable base oils. These are vegetable oils, synthetic esters, and polyalkylene  
31 glycols.  
32

33 All products supplied to this project shall be rated as Commercial and/or Industrial Grade.  
34

35 Contractors need to bid their nationally known, first line, premium quality products.  
36

37 All products shall be API certified, and the vendor shall furnish documentation of the  
38 certification upon request. Products must meet the performance and warranty requirements  
39 of the manufacturers listed in the specifications.  
40  
41

## 42 **Minor Change**

43

44 Bid line item “Minor Change” is for unanticipated project related work. Approved “Minor  
45 Change” work may include but is not limited to work performed by an excavator, loader, dump  
46 truck, or other miscellaneous labor necessary to perform necessary unanticipated “Minor  
47 Change” project related work. The amount entered for “Minor Chage” has been entered into  
48 the Bid Proposal only to provide a common basis for all bidders. All such dollar amounts are  
49 to become a part of the Contractor's total bid. However, the Contracting Agency does not  
50 warrant expressly or by implication, that the actual amount of work will correspond with the  
51 amount entered. Payment will be made based on the amount of work actually authorized by  
52 the Engineer or Contracting Agency and performed by the Contractor. No “Minor Change”

1 Work shall occur until authorized and approved by the Engineer and/ or Contracting Agency.  
2 All "Minor Change" Work shall be performed at a mutually agreed upon time and materials  
3 rate and as described in these Provisions and Section [1-04.4\(1\)](#).  
4  
5

## 6 **Radios**

7

8 The Contractor shall provide 5 radios to allow communication between equipment operators  
9 and Mason Conservation District. These radios shall have adequate power and clarity of  
10 signal to allow clear communication between all operators and project inspectors at all times.  
11

12 The costs to provide the specified radios shall be incidental too and included in the costs  
13 paid for the items of work involved and shall be full compensation for all labor, equipment  
14 and material required to provide and maintain the radios for the duration of the project. No  
15 additional compensation shall be made.  
16  
17

## 18 **General Requirements**

19

20 All equipment shall be pressure washed to remove petroleum residue, dirt and noxious weed  
21 seeds prior to entering the Project Site. The Contractor shall have petroleum absorbent pads  
22 on site on all equipment at all times during the construction period. Fueling and staging areas  
23 for storage of vehicles, equipment, and fuels shall be located at least 150 feet from flowing  
24 water and wetlands to prevent erosion or contamination. Proposed staging areas shall be  
25 approved by MCD and the Engineer prior to mobilization to the site.  
26

27 See Sections [1-05.3](#) and [1-06.1](#) of these Provisions to see the lists of required Contractor  
28 submittals for this project.  
29

30 Active monitoring of river flow conditions may be found at the following link for a USGS gauge  
31 downstream of the project reach:

32 [https://waterdata.usgs.gov/monitoring-location/USGS-12061500/#dataTypeId=daily-00060-  
33 0&period=periodOfRecord&showFieldMeasurements=true](https://waterdata.usgs.gov/monitoring-location/USGS-12061500/#dataTypeId=daily-00060-0&period=periodOfRecord&showFieldMeasurements=true)  
34

35 Equipment may be working in or around flowing water up to five feet in depth. Equipment will  
36 transport logs, brush, and large wood with rootwads still attached that are up to, but not limited  
37 to, 30 inches in diameter (DBH) and tree lengths of 45 feet and longer. Shall transport trees,  
38 brush, and large woody debris from wood staging areas to identified structure locations.  
39 Excavators shall excavate trenches, contour banks and stream channels and place trees,  
40 woody debris, boulders, cobble and gravel in the stream channel and within the stream banks.  
41 See attached Plans in Appendix A for a map of LWM structure sites and locations.  
42

43 Equipment will be working at or below the OHWM and near sensitive wetland areas. Soil or  
44 other debris shall be removed from drive mechanisms (wheels, tires, tracks, etc.) and  
45 undercarriage of equipment prior to operating waterward of the ordinary high-water line.  
46 Equipment shall be checked daily for leaks and complete any required repairs in an upland  
47 location before using the equipment in or near the water.  
48

49 Equipment used in or near water must use environmentally acceptable lubricants composed  
50 of biodegradable base oils. These are vegetable oils, synthetic esters, and polyalkylene  
51 glycols.  
52

1 All operations of the Contractor shall comply with permit requirements and conditions and shall  
2 be conducted to minimize damage to the soil, existing vegetation and structures not  
3 designated for removal.  
4

5 All materials to be moved and placed for the in-stream phase shall be identified by the Mason  
6 Conservation District representative.  
7

8 The Contractor will be responsible for posting necessary signs during the construction of the  
9 LW structures. General construction warning signs should be posted by the Contractor at  
10 appropriate places to warn the public of construction activities. This includes posting warning  
11 signs upstream of the project to warn watercraft of construction taking place downstream.  
12

13 Contractor shall be responsible for operating equipment safely and within the capabilities of  
14 the equipment. Mason Conservation District (MCD) assumes no responsibility for equipment.  
15 MCD assumes no responsibility for damage to equipment due to work which is within the  
16 scope of this contract. If the Contractor believes that work is unsafe, he shall immediately  
17 notify the on-site representative. If the Contractor believes that any work is outside the scope  
18 of the contract, Contractor shall notify the MCD or on-site representative prior to performing  
19 the work.  
20

21 Heavy equipment chosen to be used by the Contractor shall have the capabilities to complete  
22 all Work specified in a safe and timely manner.  
23

24 The Contractor agrees to assume sole and complete responsibility for job site conditions  
25 during the course of construction of this project, including safety of all person and property,  
26 and further agrees that this requirement shall apply continuously and not be limited to normal  
27 working hours in accordance with the provisions outlined by the project Contract and Bid  
28 Documents.  
29

30 The Contractor shall be responsible for implementing all temporary erosion control measures.  
31 The erosion control measures shall be in accordance with all federal, state, and local  
32 requirements. The Contractor shall be responsible for the maintenance and performance of  
33 the temporary erosion control measures throughout the duration of the project.  
34

35 At no time shall sediment-laden water be discharged or pumped directly into waters of the  
36 state or surrounding wetland. Any water that is discharged shall be in accordance with the  
37 requirements set forth in the project permits and/ or Specifications and approved by the  
38 Engineer.  
39

40 Every reasonable effort shall be made to conduct the activities shown in the Engineer's Plans  
41 in a manner that minimizes the adverse impact on water quality, fish and wildlife, and the  
42 natural environment.  
43

44 The Contractor shall supervise and direct the Work using the best skills and attention. The  
45 Contractor shall be solely responsible for all construction means, methods, techniques,  
46 sequences, and procedures and for coordinating all portions of the work under this Contract.  
47

48 Material shall not be stored outside of identified staging areas. The Contractor shall use only  
49 designated specific sites for storage of equipment and materials. The Contractor shall be  
50 responsible for the security of all equipment and materials.  
51

52 The Contractor is responsible for having utilities located prior to project commencement.

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During the performance of this Contract, the Contractor agrees to comply with all federal and state nondiscrimination laws, regulations, and policies.

This project will follow Industrial Fire Precaution Levels (IFPL – Washington State Department of Natural Resources) when activated. If required under IFPL restrictions, the Contractor will be responsible for providing and paying for a “fire watch” person.

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

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

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

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

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**APPENDICIES**

The following appendices are attached and made a part of this Contract:

**APPENDIX A: Engineer’s Plans**

**APPENDIX B: Project WDFW HPA**

**APPENDIX C: U.S. Army Corps – Nationwide Permit 27 and 42**

- APPENDIX C1: Nationwide Permit 27 and 42
- APPENDIX C2: NWP 27 Terms and Conditions
- APPENDIX C3: NWP 42 Terms and Conditions

**APPENDIX D: Washington State Department of Ecology**

- APPENDIX D1: Section 401 Water Quality Certification (WQC)
- APPENDIX D2: WA State Coastal Zone Management Program (CZMP)

**APPENDIX E: Inadvertent Discovery Plan**