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PROJECT OVERVIEW

South Fork Skokomish Helicopter Transport and Placement of Habitat Logs, Phase VI

Mason Conservation District (MCD) is working in cooperation with the United States Forest Service (USFS) and Skokomish Indian Tribe to build upon previous in-stream restoration efforts on the Upper South Fork of the Skokomish River, in Mason County, Washington. Previous restoration phases on the Upper South Fork sought to address a lack of naturally recruited large wood and river complexity by importing off-site large wood for use in constructing Engineered Log Jams (ELJs) and other Large Woody Debris (LWD) structures. Gravel bar formation, stabilization, and enhancement, as well as pool creation and expansion have all been positive and restorative, natural reactions to the large wood placement within the river and surrounding floodplain.

To expand upon previous restoration phases in the Upper South Fork, MCD intends to carry out Phase VI of restoration work within the river in the summer of 2026. Restoration activities planned for Phase VI include the construction of 12 ELJs of varying size in and near the active channel, one bank roughness cluster of large wood, and the excavation of two floodplain side channels (all of which is to be done under a separate contract). Work under this Contract, in support of the overall Phase VI restoration goals, includes the strategic helicopter placement of 102 habitat logs with rootwads to create 17 “Helicopter Wood Clusters” (Cluster) within the bed and banks of the flowing channel and in existing side channels.

MCD is requesting bids from qualified parties to transport by helicopter, 102 habitat logs with rootwads in the Upper South Fork Skokomish River on USFS land in Mason County, Washington. These rootwad logs are all approximately 40-feet long, have a diameter (DBH) from 22-inch to 27-inch, and each weigh around 5,000 pounds. These logs will be transported from an established staging area and placed within the bed and banks of the Upper South Fork Skokomish River to form 17 “Helicopter Wood Clusters” (Cluster). The layout and approximate location of these 17 Clusters is shown in the Engineer’s Plans (Appendix B) and in Appendix F. Each Cluster consists of 6 logs with rootwads (see sheet C12 of the Engineer’s Plans for details). The furthest upstream cluster is approximately 0.25 air miles from the staging area whereas the further downstream cluster is located approximately 0.60 miles from the staging area.

A helicopter landing and fueling area used for similar past projects is located approximately 6.5 air miles from the project site on Forest Service road 2354 (Appendices C and D contain Google Earth location pins providing relative locations of staging area and previously used landing and fueling area). This past landing and fueling area was used for landing and refueling a Chinook helicopter.

Prospective bidders will be responsible for managing dust at the service landing site if, in their judgement, it poses any risk to their equipment or personnel to safely conduct the Work on this project. Prospective bidders are required to provide any and all ground personnel necessary to securely rig logs for helicopter transport at the staging site and safely release rigging at the cluster sites to construct clusters as designed (See Appendix B). As necessary, MCD will provide an excavator, log loader or other required equipment with adequate capacity to move logs into position for rigging at the staging area. MCD and/or its authorized

1 representative will provide on-the-ground support at the cluster sites to direct accurate
2 placement and configuration of the clusters.
3
4 The Helicopter Transport and Placement of Habitat Logs project is part of a larger construction
5 project that will be occurring at the same construction site within the same permitted in-water
6 construction window which is August 1 to August 31, 2026. Coordination between the
7 helicopter provider and the prime contractor (Quigg Bros., Inc.) who is responsible for the land-
8 based portion of the work will be required.
9
10 Work (below the OHWM) must be completed within the permitted in-water work window
11 defined by the Washington Department of Fish and Wildlife’s Hydraulic Project Approval (HPA)
12 permit as being between August 1, 2026, and August 31, 2026 (See Appendix E).
13
14 All work on this project shall be in accordance with this Bid Document and its associated
15 documents as well as the Engineering Plans (see Appendix B).
16
17 The Contractor’s “Contract Total Amount” as delineated in the Bid Proposal will be considered
18 the total “Not to Exceed” budget for all Work under this Contract. Contractors may only bill
19 actual documented “flight hours” at the “Price per Flight Hour” delineated in Item 1 of the Bid
20 Proposal. Contractors may charge a maximum of 4 “flight hours” for their minimum per day
21 helicopter charge in cases work the Work requires less than 4 hours on a given workday.
22
23 This is a public works contract requiring payment of prevailing wages in accordance with
24 Washington State and Federal laws. The Contractor and subcontractors must pay their
25 workers at the rate that is the higher of the two sets of prevailing wages: the Washington State
26 prevailing wage or the federal prevailing wage.
27
28 **A bid bond or bid proposal deposit is not required for bid submittal on this project.**
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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
9 Specifications, as modified or supplemented by these Special Provisions, all of which are
10 made a part of the Contract Documents, shall govern all of the Work.

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

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

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

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

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

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

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

1 **DIVISION 1**

2 **General Requirements**

3

4 **Description of Work**

5

6 This Contract provides for the helicopter transport and placement of 102 habitat logs with
7 rootwads in the Upper South Fork Skokomish River on USFS land in Mason County,
8 Washington. These rootwad logs are all approximately 40-feet long, have a diameter (DBH)
9 from 22-inch to 27-inch, and each weigh around 5,000 pounds. These logs will be transported
10 from an established staging area and placed within the bed and banks of the Upper South
11 Fork Skokomish River to form 17 “Helicopter Wood Clusters” (Cluster). The layout and
12 approximate location of these 17 Clusters is shown in the Engineer’s Plans (Appendix B) and
13 in Appendix F. Each Cluster consists of 6 logs with rootwads (see sheet C12 of the Engineer’s
14 Plans for details). The furthest upstream cluster is approximately 0.25 air miles from the
15 staging area whereas the further downstream cluster is located approximately 0.60 miles from
16 the staging area.

17

18

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

20

21

22 **1-01.3 Definitions**

23 *(January 19, 2022 APWA GSP)*

24

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

27

28

Dates

29

Bid Opening Date

30

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

31

Award Date

32

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

34

Contract Execution Date

35

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

36

Notice to Proceed Date

37

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

38

Substantial Completion Date

39

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

45

Physical Completion Date

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

4 **Completion Date**

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

9 **Final Acceptance Date**

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

11

12 Supplement this Section with the following:

13

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

18

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

22

23 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency
24 designated location".

25

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

29

30 **Additive**

31 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,
32 which may, at the discretion of the Contracting Agency, be awarded in addition to the base
33 bid.

34

35 **Alternate**

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

39

40 **Business Day**

41 A business day is any day from Monday through Friday except holidays as listed in Section
42 1-08.5.

43

44 **Contract Bond**

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

48

49 **Contract Documents**

50 See definition for "Contract".

51

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

4
5 **Notice of Award**
6 The written notice from the Contracting Agency to the successful Bidder signifying the
7 Contracting Agency's acceptance of the Bid Proposal.

8
9 **Notice to Proceed**
10 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
11 and directing the Contractor to proceed with the Work and establishing the date on which
12 the Contract time begins.

13
14 **Traffic**
15 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
16 equestrian traffic.

17
18
19
20 **Section 1-02, Bid Procedures and Conditions**

21
22
23 **1-02.1 Prequalification of Bidders**

24
25 Delete this section and replace it with the following:

26
27 **1-02.1 Qualifications of Bidder**
28 *(January 24, 2011 APWA GSP)*

29
30 Before award of a public works contract, a bidder must meet at least the minimum
31 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to
32 be awarded a public works project.

33
34 Add the following new section:

35
36 **1-02.1(1) Supplemental Qualifications Criteria**
37 *(July 31, 2017 APWA GSP; requires pre-approval on FHWA funded projects, through*
38 *WSDOT/Local Programs AND *****)*

39
40 In addition, the Contracting Agency has established Contracting Agency-specific and/or
41 project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for
42 determining Bidder responsibility, including the basis for evaluation and the deadline for
43 appealing a determination that a Bidder is not qualified. These criteria are contained in
44 Section 1-02.14 Option C of these Special Provisions.

45
46 All Bidders shall complete and submit the Supplemental Bidder Responsibility Criteria
47 document with their bids. Projects referenced in this document shall demonstrate the
48 Bidder's experience and expertise with rigging, transporting and placing large logs with
49 rootwads in the context of construction of in-water large wood habitat structures within an
50 active river system in remote locations.

51

1 For the purposes of determining whether Bidders are pre-qualified, “similar” projects will
 2 be defined by the following criteria checklist:
 3
 4 • Rigging, helicopter transport and placement of large woody material for the purposes
 5 of creating in-stream habitat features.
 6 • Experience and qualifications in conducting such work in a safe, timely manner and
 7 within budget.
 8

9 The Contractor shall fill out and submit the “Supplemental Bidder Responsibility Criteria”
 10 with this bid for work in critical areas and habitat restoration.
 11

12 The forms shall be completed in their entirety and submitted with the bid. Failure to submit
 13 the completed forms and meet the requirements as stated in Section 1-02.1 of the Special
 14 Provisions shall be grounds for rejection of bid.
 15
 16

17 **1-02.2 Plans and Specifications**
 18 *(June 27, 2011 APWA GSP)*
 19

20 Delete this section and replace it with the following:
 21

22 Information as to where Bid Documents can be obtained or reviewed can be found in the
 23 Notice to Bidders (Advertisement for Bids) for the work.
 24

25 After award of the contract, plans and specifications will be issued to the Contractor at no
 26 cost as detailed below:
 27

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

28
 29 Additional plans and Contract Provisions may be obtained by the Contractor from the
 30 source stated in the “Notice to Bidders,” at the Contractor’s own expense.
 31
 32

33 **1-02.4 Examination of Plans, Specifications, and Site of Work**
 34

35 **1-02.4(1) General**
 36 *(*****)*
 37

38 The first sentence of the ninth paragraph, beginning with “Prospective Bidder desiring...”,
 39 is revised to read:
 40

41 Prospective Bidders desiring an explanation or interpretation of the Bid Documents,
 42 shall request the explanation or interpretation by email on or before the date to submit
 43 questions set forth in the “Notice to Bidders.”
 44
 45

1 **1-02.5 Proposal Forms**

2 (*****)

3
4 Delete this section and replace it with the following:

5
6 The Bid Proposal Form will identify the project and its location and describe the Work. It
7 will also list estimated quantities, units of measurement, the items of work, and the
8 materials to be furnished at the unit bid prices. The bidder shall complete spaces on the
9 Bid Proposal Form that call for, but are not limited to, unit prices; extensions; summations;
10 the total bid amount; signatures; date; and, where applicable, retail sales taxes and
11 acknowledgment of addenda; the bidder's name, address, telephone number, and
12 signature; a State of Washington Contractor's Registration Number; and a Business
13 License Number, if applicable. Bids shall be in legible figures (not words) written in ink or
14 typed and expressed in U.S. dollars. The required certifications are included as part of the
15 Proposal Form.

16
17 The Contracting Agency reserves the right to arrange the proposal forms with alternates
18 and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid
19 on all alternates and additives set forth in the Bid Proposal Form unless otherwise
20 specified.

21
22
23 **1-02.6 Preparation of Proposal**

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

25
26 The first sentence of the second paragraph is revised to read as follows:

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

29
30 Supplement the second paragraph with the following:

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

33
34 The fourth paragraph of Section 1-02.6 is revised to read:

35
36 The Bidder shall submit with the Bid the completed Subcontractor List included in the
37 Contracting Agency Proposal Package.

- 38
39 1. In the space provided on the Subcontractor List, list all subcontractors to be used
40 to perform the work on this project and the type of work they will be doing.
41 2. Subcontractors who will perform the work of structural steel installation, rebar
42 installation, heating, ventilation, air conditioning, and plumbing as described in
43 RCW 18.106 and electrical as described in RCW 19.28,
44 3. Subcontractors who will perform the work of structural steel installation, rebar
45 installation, heating, ventilation, air conditioning, and plumbing as described in
46 RCW 18.106 and electrical as described in RCW 19.28,
47 4. No more than one subcontractor for each category of work identified, except, when
48 subcontractors vary with Bid alternates, in which case the Bidder shall identify
49 which subcontractor will be used for which alternate.
50

1 Delete the last two paragraphs, and replace them with the following:
2

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

9 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.
10

11 A bid by a corporation shall be executed in the corporate name, by the president or a vice
12 president (or other corporate officer accompanied by evidence of authority to sign).
13

14 A bid by a partnership shall be executed in the partnership name and signed by a partner.
15

16 A bid by a joint venture shall be executed in the joint venture name and signed by a
17 member of the joint venture.
18
19

20 **1-02.7 Bid Deposit**

21 (*****)
22

23 Delete this section and replace it with the following:
24

25 **A bid bond or bid proposal deposit is not required for bid submittal on this project.**
26
27

28 **1-02.9 Delivery of Proposal**

29 (*****)
30

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

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

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

48 ***Mason Conservation District***

49 ***South Fork Skokomish Helicopter Transport and Placement of Habitat Logs, Phase VI,***

50 ***MCD #2026-08***

51 ***450 W. Business Park Road***

52 ***Shelton, WA 98584***

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

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

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

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

Delete this section and replace it with the following:

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

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

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

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

1-02.12 Public Opening of Proposals
(*****)

Supplement this section with the following:

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

1
2 After the Bid Opening, Bidders may obtain bid results from Mason Conservation District by
3 calling the number or email listed on the cover of the bid package.
4
5

6 **1-02.13 Irregular Proposals**
7 *(November 21, 2025 APWA GSP)*
8

9 Delete this section and replace it with the following:

- 10
11 1. A Proposal will be considered irregular and may be rejected if:
12 a. The Bidder is not prequalified when so required;
13 b. The Bidder adds provisions reserving the right to reject or accept the Award, or
14 enter into the Contract;
15 c. A price per unit cannot be determined from the Bid Proposal;
16 d. The Proposal form is not properly executed;
17 e. The Bidder fails to submit or properly complete the Subcontractor List form
18 provided by the Contracting Agency as required in Section 1-02.6;
19 f. The Bidder fails to submit the Bidder Questionnaire, if applicable, as required
20 by Section 1-02.6, or if the documentation that is submitted fails to meet the
21 requirements of the Special Provisions; or
22 g. The Bid Proposal does not constitute a definite and unqualified offer to meet
23 the material terms of the Bid invitation.
24
25 2. A Proposal may be considered irregular and may be rejected if:
26 a. The Proposal does not include a unit price for every Bid item;
27 b. Any of the unit prices are excessively unbalanced (either above or below the
28 amount of a reasonable Bid) to the potential detriment of the Contracting
29 Agency;
30 c. The authorized Proposal Form furnished by the Contracting Agency is not used
31 or is altered;
32 d. The completed Proposal form contains unauthorized additions, deletions,
33 alternate Bids, or conditions;
34 e. Receipt of Addenda is not acknowledged;
35 f. A member of a joint venture or partnership and the joint venture or partnership
36 submit Proposals for the same project (in such an instance, both Bids may be
37 rejected); or
38 g. If Proposal form entries are not made in ink or typed.
39
40

41 **1-02.14 Disqualification of Bidders**
42 *(May 17, 2018 APWA GSP, Option C)*
43

44 Delete this section and replace it with the following:

45
46 A Bidder will be deemed not responsible if the Bidder does not meet the Mandatory
47 Bidder Responsibility Criteria in RCW 39.04.350(1), as amended; or does not meet
48 Supplemental Criteria 1 through 8 in this Section:
49

50 The Contracting Agency will verify that the Bidder meets the Mandatory Bidder
51 Responsibility Criteria in RCW 39.04.350(1), and Supplemental Criteria 1 and 2.

1 Evidence that the Bidder meets Supplemental Criteria 3 through 8 shall be provided by
2 the Bidder as stated later in this Section.

3
4 **1. Delinquent State Taxes**

5
6 A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State
7 Department of Revenue without a payment plan approved by the Department
8 of Revenue.

9
10 B. Documentation: The Bidder, if and when required as detailed below, shall sign
11 a statement (on a form to be provided by the Contracting Agency) that the
12 Bidder does not owe delinquent taxes to the Washington State Department of
13 Revenue, or if delinquent taxes are owed to the Washington State Department
14 of Revenue, the Bidder must submit a written payment plan approved by the
15 Department of Revenue, to the Contracting Agency by the deadline listed
16 below.

17
18 **2. Federal Debarment**

19
20 A. Criterion: The Bidder shall not currently be debarred or suspended by the
21 Federal government.

22
23 B. Documentation: The Bidder shall not be listed as having an “active exclusion”
24 on the U.S. government’s “System for Award Management” database
25 (www.sam.gov).

26
27 **3. Subcontractor Responsibility**

28
29 A. Criterion: The Bidder’s standard subcontract form shall include the
30 subcontractor responsibility language required by RCW 39.06.020, and the
31 Bidder shall have an established procedure which it utilizes to validate the
32 responsibility of each of its subcontractors. The Bidder’s subcontract form shall
33 also include a requirement that each of its subcontractors shall have and
34 document a similar procedure to determine whether the sub-tier subcontractors
35 with whom it contracts are also “responsible” subcontractors as defined by
36 RCW 39.06.020.

37
38 B. Documentation: The Bidder, if and when required as detailed below, shall
39 submit a copy of its standard subcontract form for review by the Contracting
40 Agency, and a written description of its procedure for validating the
41 responsibility of subcontractors with which it contracts.

42
43 **4. Claims Against Retainage and Bonds**

44
45 A. Criterion: The Bidder shall not have a record of excessive claims filed against
46 the retainage or payment bonds for public works projects in the three years
47 prior to the bid submittal date, that demonstrate a lack of effective management
48 by the Bidder of making timely and appropriate payments to its subcontractors,
49 suppliers, and workers, unless there are extenuating circumstances and such
50 circumstances are deemed acceptable to the Contracting Agency.
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B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:

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

5. **Public Bidding Crime**

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

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

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

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

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

7. **Lawsuits**

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

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

1 determine whether the lawsuits demonstrate a pattern of failing to meet of
2 terms of construction related contracts.

3
4 **8. Supplemental Bidder Responsibility Criteria**

5
6 A. Criterion: The Bidder shall meet the minimum relevant experience
7 requirements to demonstrate their ability to work within permit guidelines to
8 transport by helicopter, 102, 22-inch to 27-inch diameter (DBH), 40-foot long
9 habitat logs with rootwads (~5000 lbs. per log) from an established log staging
10 area and place said habitat logs, per plan and details within the bed and banks
11 of the Upper South Fork Skokomish River to form a total of 17 “Helicopter Wood
12 Clusters” (Cluster). Relevant experience should demonstrate the ability to
13 safely rig, transport, and place large logs with rootwads for the purpose of
14 constructing in-water large wood habitat structures

15
16 B. Documentation: The Bidder shall complete the “Supplemental Bidder
17 Responsibility Criteria” from, in its entirety, and submit it to Mason Conservation
18 District with their bid. See section 1-02.1(1) Supplemental Qualifications
19 Criteria for more information.

20
21 The Bidder shall complete the “Supplemental Bidder Responsibility Criteria” from, in its
22 entirety, and submit it to Mason Conservation District with their bid together with
23 supporting documentation (sufficient in the sole judgment of the Contracting Agency)
24 demonstrating compliance with the Supplemental Responsibility Criteria. The
25 Contracting Agency reserves the right to request further documentation as needed from
26 the low bidder and documentation from other Bidders as well to assess Bidder
27 responsibility and compliance with all bidder responsibility criteria. The Contracting
28 Agency also reserves the right to obtain information from third-parties and independent
29 sources of information concerning a Bidder’s compliance with the mandatory and
30 supplemental criteria, and to use that information in their evaluation. The Contracting
31 Agency may consider mitigating factors in determining whether the Bidder complies with
32 the requirements of the Supplemental Criteria.

33
34 The basis for evaluation of Bidder compliance with these mandatory and Supplemental
35 Criteria shall include any documents or facts obtained by Contracting Agency (whether
36 from the Bidder or third parties) including but not limited to: (i) financial, historical, or
37 operational data from the Bidder; (ii) information obtained directly by the Contracting
38 Agency from others for whom the Bidder has worked, or other public agencies or private
39 enterprises; and (iii) any additional information obtained by the Contracting Agency
40 which is believed to be relevant to the matter.

41
42 If the Contracting Agency determines the Bidder does not meet the bidder responsibility
43 criteria above and is therefore not a responsible Bidder, the Contracting Agency shall
44 notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees
45 with this determination, it may appeal the determination within two (2) business days of
46 the Contracting Agency’s determination by presenting its appeal and any additional
47 information to the Contracting Agency. The Contracting Agency will consider the appeal
48 and any additional information before issuing its final determination. If the final
49 determination affirms that the Bidder is not responsible, the Contracting Agency will not
50 execute a contract with any other Bidder until at least two business days after the Bidder
51 determined to be not responsible has received the Contracting Agency’s final
52 determination.

1
2 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders
3 with concerns about the relevancy or restrictiveness of the Supplemental Bidder
4 Responsibility Criteria may make or submit requests to the Contracting Agency to modify
5 the criteria. Such requests shall be in writing, describe the nature of the concerns, and
6 propose specific modifications to the criteria. Bidders shall submit such requests to the
7 Contracting Agency no later than five (5) business days prior to the bid submittal deadline
8 and address the request to the Project Engineer or such other person designated by the
9 Contracting Agency in the Bid Documents.

10
11
12 **1-02.15 Pre Award Information**

13 *(*****)*

14
15 Revise this section to read:

16
17 Before awarding any contract, the Contracting Agency may require one or more of these
18 items or actions of the apparent lowest responsible bidder:

- 19 1. A complete statement of the origin, composition, and manufacture of any or all
20 materials to be used;
- 21 2. Samples of these materials for quality and fitness tests;
- 22 3. A progress schedule (in a form the Contracting Agency requires) showing the order of
23 and time required for the various phases of the work;
- 24 4. A breakdown of costs assigned to any bid item;
- 25 5. Attendance at a conference with the Engineer or representatives of the Engineer;
- 26 6. Obtain, and furnish a copy of, a business license to do business in the city or county
27 where the work is located;
- 28 7. A copy of State of Washington Contractor's Registration; or
- 29 8. Any other information or action taken that is deemed necessary to ensure that the
30 bidder is the lowest responsible bidder.

31
32
33
34 **Section 1-03, Award and Execution of Contract**

35
36
37 **1-03.1 Consideration of Bids**

38 *(December 30, 2022 APWA GSP)*

39
40 Revise the first paragraph to read:

41
42 After opening and reading proposals, the Contracting Agency will check them for
43 correctness of extensions of the prices per unit and the total price. If a discrepancy exists
44 between the price per unit and the extended amount of any bid item, the price per unit will
45 control. If a minimum bid amount has been established for any item and the bidder's unit
46 or lump sum price is less than the minimum specified amount, the Contracting Agency will
47 unilaterally revise the unit or lump sum price, to the minimum specified amount and
48 recalculate the extension. The total of extensions, corrected where necessary, including
49 sales taxes where applicable and such additives and/or alternates as selected by the
50 Contracting Agency, will be used by the Contracting Agency for award purposes and to fix

1 the Awarded Contract Price amount and the amount of the contract bond.

2

3

4 **1-03.3 Execution of Contract**

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

6

7

Revise this section to read:

8

9 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
10 available for signature by the successful bidder within 10 business days of the Award date.
11 The number of copies to be executed by the Contractor will be determined by the
12 Contracting Agency.

13

14 Within 30 business days after the Award date, the successful bidder shall return the signed
15 Contracting Agency-prepared contract, an insurance certification as required by Section
16 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of
17 Coverage form for the General Permit with sections I, III, and VIII completed when
18 provided. Before execution of the contract by the Contracting Agency, the successful
19 bidder shall provide any pre-award information the Contracting Agency may require under
20 Section 1-02.15.

21

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

26

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

31

32

33 **1-03.4 Contract Bond**

34 *(July 23, 2015 APWA GSP)*

35

36

Delete the first paragraph and replace it with the following:

37

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

42

1. Be on Contracting Agency-furnished form(s);

43

2. Be signed by an approved surety (or sureties) that:

44

a. Is registered with the Washington State Insurance Commissioner, and

45

b. Appears on the current Authorized Insurance List in the State of Washington
46 published by the Office of the Insurance Commissioner,

47

3. Guarantee that the Contractor will perform and comply with all obligations, duties, and
48 conditions under the Contract, including but not limited to the duty and obligation to
49 indemnify, defend, and protect the Contracting Agency against all losses and claims
50 related directly or indirectly from any failure:

- 1 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
2 subcontractors of the Contractor) to faithfully perform and comply with all contract
3 obligations, conditions, and duties, or
4 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
5 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
6 subcontractors, material person, or any other person who provides supplies or
7 provisions for carrying out the work;
8 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
9 project under titles 50, 51, and 82 RCW; and
10 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the
11 bond; and
12 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
13 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by
14 the president or vice president, unless accompanied by written proof of the authority
15 of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution,
16 power of attorney, or a letter to such effect signed by the president or vice president).

17

18 Add the following new section:

19

20 **1-03.4(1) Retainage in Lieu of Contract Bond**

21 *(May 17, 2018 APWA GSP)*

22

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

31

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

45

46

47 **1-03.7 Judicial Review**

48 *(December 30, 2022 APWA GSP)*

49

50 Revise this section to read:

51

1 All decisions made by the Contracting Agency regarding the Award and execution of the
2 Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted
3 under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the
4 county where the Contracting Agency headquarters is located, provided that where an action
5 is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.
6
7
8

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

10 11 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, 12 Specifications, and Addenda**

13 *(December 30, 2022 APWA GSP)*
14

15 Revise the second paragraph to read:
16

17 Any inconsistency in the parts of the contract shall be resolved by following this order of
18 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
19

- 20 1. Addenda,
- 21 2. Proposal Form,
- 22 3. Special Provisions,
- 23 4. Contract Plans,
- 24 5. Standard Specifications,
- 25 6. Contracting Agency's Standard Plans or Details (if any), and
- 26 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
27
28

29 **1-04.4 Changes**

30 *(January 19, 2022 APWA GSP)*
31

32 The first two sentences of the last paragraph of Section 1-04.4 are deleted.
33
34
35

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

37 38 39 **1-05.4 Conformity With and Deviations from Plans and Stakes**

40
41 Section 1-05.4 is supplemented with the following:
42

43 It is not anticipated that the Contractor will need to provide any surveying to complete the Work
44 as specified in these provisions. MCD will not lay out and set any surveying construction stakes
45 and marks needed to establish the lines, grades, slopes, cross-sections, benchmarks, or
46 control points related to the helicopter transport of habitat logs. MCD and/or its authorized
47 representative will provide on-the-ground support at the cluster sites to direct accurate
48 placement and configuration of the clusters.
49
50

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

2 (October 1, 2005 APWA GSP)

3

4 Supplement this section with the following:

5

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

11

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

18

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

26

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

30

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

34

35

36 **1-05.9 Equipment**

37 (*****)

38

39 Supplement this section with the following:

40

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

43

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

45

1 It will be the Contractor's responsibility to ensure that adequate measures have been taken
2 to prevent contamination of surface waters and landing and fueling areas.
3
4 Helicopter operated by the Contractor for this project shall have a carrying capacity
5 adequate to safely and efficiently transport and place Habitat Logs as specified in this
6 Contract.
7
8 Helicopter **and** pilot shall be capable of placing Habitat Logs accurately and properly
9 oriented on the ground as directed by MCD and/or its authorized representative at the
10 cluster sites.

13 **1-05.11 Final Inspection**

15 Delete this section and replace it with the following:

17 **1-05.11 Final Inspections and Operational Testing** 18 *(October 1, 2005 APWA GSP)*

20 **1-05.11(1) Substantial Completion Date**

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

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

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

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

45 **1-05.11(2) Final Inspection and Physical Completion Date**

47 When the Contractor considers the work physically complete and ready for final inspection,
48 the Contractor by written notice, shall request the Engineer to schedule a final inspection.
49 The Engineer will set a date for final inspection. The Engineer and the Contractor will then
50 make a final inspection and the Engineer will notify the Contractor in writing of all
51 particulars in which the final inspection reveals the work incomplete or unacceptable. The
52 Contractor shall immediately take such corrective measures as are necessary to remedy

1 the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without
2 interruption until physical completion of the listed deficiencies. This process will continue
3 until the Engineer is satisfied that the listed deficiencies have been corrected.
4

5 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
6 written notice listing the deficiencies, the Engineer may, upon written notice to the
7 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
8 Section 1-05.7.
9

10 The Contractor will not be allowed an extension of contract time because of a delay in the
11 performance of the work attributable to the exercise of the Engineer's right hereunder.
12

13 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
14 Contracting Agency, in writing, of the date upon which the work was considered physically
15 complete. That date shall constitute the Physical Completion Date of the contract, but shall
16 not imply acceptance of the work or that all the obligations of the Contractor under the
17 contract have been fulfilled.
18
19

20 **1-05.13 Superintendents, Labor, and Equipment of Contractor**
21 *(August 14, 2013 APWA GSP)*
22

23 Delete the sixth and seventh paragraphs of this section.
24
25

26 **1-05.15 Method of Serving Notices**
27 *(*****)*
28

29 Revise the second paragraph to read:
30

31 All correspondence from the Contractor shall be served and directed to the Engineer or
32 Contracting Agency. All correspondence from the Contractor constituting any notification,
33 notice of protest, notice of dispute, or other correspondence constituting notification required
34 to be furnished under the Contract, must be written in paper format, hand delivered or sent via
35 certified mail delivery service with return receipt requested to the Engineer or Contracting
36 Agency's office. Electronic copies such as e-mails or electronically delivered copies of
37 correspondence will not constitute such notice and will not comply with the requirements of
38 the Contract.
39

40 Add the following new section:
41

42 **1-05.16 Water and Power**
43 *(October 1, 2005 APWA GSP)*
44

45 The Contractor shall make necessary arrangements, and shall bear the costs for power and
46 water necessary for the performance of the work, unless the contract includes power and
47 water as a pay item.
48
49
50

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

2
3 **1-07.1 Laws to be Observed**

4 *(October 1, 2005 APWA GSP)*

5
6 Supplement this section with the following:

7
8 In cases of conflict between different safety regulations, the more stringent regulation shall
9 apply.

10
11 The Washington State Department of Labor and Industries shall be the sole and paramount
12 administrative agency responsible for the administration of the provisions of the Washington
13 Industrial Safety and Health Act of 1973 (WISHA).

14
15 The Contractor shall maintain at the project site office, or other well-known place at the project
16 site, all articles necessary for providing first aid to the injured. The Contractor shall establish,
17 publish, and make known to all employees, procedures for ensuring immediate removal to a
18 hospital, or doctor's care, persons, including employees, who may have been injured on the
19 project site. Employees should not be permitted to work on the project site before the
20 Contractor has established and made known procedures for removal of injured persons to a
21 hospital or a doctor's care.

22
23 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the
24 Contractor's plant, appliances, and methods, and for any damage or injury resulting from their
25 failure, or improper maintenance, use, or operation. The Contractor shall be solely and
26 completely responsible for the conditions of the project site, including safety for all persons
27 and property in the performance of the work. This requirement shall apply continuously, and
28 not be limited to normal working hours. The required or implied duty of the Engineer to conduct
29 construction review of the Contractor's performance does not, and shall not, be intended to
30 include review and adequacy of the Contractor's safety measures in, on, or near the project
31 site.

32
33
34 **1-07.2 State Taxes**

35
36 Delete this section, including its sub-sections, in its entirety and replace it with the following:

37
38 **1-07.2 State Sales Tax**

39 *(June 27, 2011 APWA GSP)*

40
41 The Washington State Department of Revenue has issued special rules on the State sales
42 tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor
43 should contact the Washington State Department of Revenue for answers to questions in this
44 area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a
45 misunderstood tax liability.

46
47 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract
48 amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2)
49 describes this exception.

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

8
9 **1-07.2(1) State Sales Tax — Rule 171**

10
11 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
12 roads, etc., which are owned by a municipal corporation, or political subdivision of the
13 state, or by the United States, and which are used primarily for foot or vehicular traffic.
14 This includes storm or combined sewer systems within and included as a part of the street
15 or road drainage system and power lines when such are part of the roadway lighting
16 system. For work performed in such cases, the Contractor shall include Washington State
17 Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including
18 those that the Contractor pays on the purchase of the materials, equipment, or supplies
19 used or consumed in doing the work.

20
21 **1-07.2(2) State Sales Tax — Rule 170**

22
23 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
24 existing buildings, or other structures, upon real property. This includes, but is not limited
25 to, the construction of streets, roads, highways, etc., owned by the state of Washington;
26 water mains and their appurtenances; sanitary sewers and sewage disposal systems
27 unless such sewers and disposal systems are within, and a part of, a street or road
28 drainage system; telephone, telegraph, electrical power distribution lines, or other conduits
29 or lines in or above streets or roads, unless such power lines become a part of a street or
30 road lighting system; and installing or attaching of any article of tangible personal property
31 in or to real property, whether or not such personal property becomes a part of the realty
32 by virtue of installation.

33
34 For work performed in such cases, the Contractor shall collect from the Contracting
35 Agency, retail sales tax on the full contract price. The Contracting Agency will
36 automatically add this sales tax to each payment to the Contractor. For this reason, the
37 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other
38 contract amount subject to Rule 170, with the following exception.

39
40 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor
41 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
42 consumable supplies not integrated into the project. Such sales taxes shall be included in
43 the unit bid item prices or in any other contract amount.

44
45 **1-07.2(3) Services**

46
47 The Contractor shall not collect retail sales tax from the Contracting Agency on any
48 contract wholly for professional or other services (as defined in Washington State
49 Department of Revenue Rules 138 and 244).

1 **1-07.5 Environmental Regulations**

2
3 **1-07.5(1) General**

4 (*****)

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

7
8 **For any Work on U.S. Forest Service land, heavy equipment and other noise-**
9 **generating equipment (including chainsaws) may not operate within a two-hour**
10 **window after sunrise and before sunset due to protection requirements for the**
11 **Marbled Murrelet.** The Project site is within/adjacent to sustainable habitat for Marbled
12 Murrelets. The unloading of trees is a stationary activity and will need to adhere to the
13 above-mentioned two-hour work restriction.

14
15 The Contractor shall ensure that the Project Manager representing the Prime Contractor
16 and all Subcontractors has read and understands this Special Provision. Prior to
17 commencing any work on site, **the Contactor shall provide the Contracting Agency**
18 **with a signed statement from the Project Manager stating that the Project Manager**
19 **has read, understands and will abide by the conditions of this Special Provision.**

20
21 **1-07.5(2) State Department of Fish and Wildlife**

22 (*****)

23
24 Section 1-07.5(2) is supplemented with the following:

25
26 The Contracting Agency has obtained a Hydraulic Project Approval (HPA) for
27 this project. All contracts with the Department of Fish and Wildlife concerning
28 this approval shall be through the Contracting Agency. The HPA Permit and its
29 provisions of the approval are present in the HPA Permit contained within the
30 Bid Document:

31 **HPA Permit Number: 2025-6-128+02**

32
33 See WDFW Hydraulic Project Approval and Minor Modification, Appendix E.

34
35 **1-07.5(3) State Department of Ecology**

36 (*****)

37
38 Section 1-07.5(3) is supplemented with the following:

39
40 State Environmental Policy Act (SEPA) determination and any conditions
41 added by Mason County – Exempted from SEPA due to Habitat Recovery Pilot
42 Program approval.

43
44
45 **1-07.6 Permits and Licenses**

46 (*****)

47
48 Section 1-07.6 is supplemented with the following:

49
50 The Contracting Agency has obtained or applied for the below-listed permit(s) for this Project.

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
ARBO II	U.S. Forest Service	
Hydraulic Project Approval	WA Dept. of Fish and Wildlife	2025-6-128+02

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A copy of the Project HPA is attached as Appendix E. All contacts with the permitting agencies listed above shall be through the Contracting Agency. The Contractor shall obtain additional permits, as necessary. All costs to obtain and comply with existing and additional permits shall be included in the applicable bid items for the Work involved. Copies of these permits are required to be on site at all times.

1-07.9 Wages

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

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

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

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

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>

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

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

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

This section is revised to read as follows:

All Statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be submitted to the Contracting Agency and to the State L&I online Prevailing Wage Intent

1 & Affidavit (PWIA) system. When apprenticeship is a requirement of the contract, include
2 in PWIA all apprentices.
3
4

5 **1-07.11 Requirements for Nondiscrimination**

6

7 **1-07.11(2) Contractual Requirements** 8 *(November 25, 2024 APWA GSP)* 9

10 Delete item 11 of the first paragraph of Section 1-07.11(2).
11
12

13 **1-07.15 Temporary Water Pollution Prevention**

14

15 **1-07.15(1) Spill Prevention, Control, and Countermeasures Plan** 16 *(*****)* 17

18 Section 1-07.15(1) is revised to read as follows:
19

20 The Contractor shall prepare a Type 2 Working Drawing consisting of a project-specific
21 spill prevention, control, and countermeasures plan (SPCC Plan), and shall implement the
22 plan for the duration of the project. No on-site construction activities may commence until
23 the Contracting Agency accepts an SPCC Plan for the project. An SPCC Plan template
24 and guidance information is available at [https://wsdot.wa.gov/engineering-](https://wsdot.wa.gov/engineering-standards/environmental-guidance/stormwater-water-quality)
25 [standards/environmental-guidance/stormwater-water-quality](https://wsdot.wa.gov/engineering-standards/environmental-guidance/stormwater-water-quality)
26

27 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and
28 other materials defined in Chapter 447 of the WSDOT Environmental Manual M 31-11.
29 Occupational safety and health requirements that may pertain to SPCC Plan
30 implementation are contained in, but not limited to, [WAC 296-824](#) and [WAC 296-843](#). The
31 SPCC Plan shall address conditions that may be required by Section 3406 of the current
32 International Fire Code, or as approved by the local Fire Marshal.
33

34 **Implementation Requirements**

35

36 The Contractor shall update the SPCC Plan throughout project construction so that the
37 written plan reflects actual site conditions and practices. The Contractor shall update the
38 SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project
39 site. The Contractor shall fully implement the SPCC Plan, as accepted and updated, at all
40 times.
41

42 **SPCC Plan Element Requirements**

43

44 The SPCC Plan shall set forth the following information in the following order:
45

- 46 1. **Responsible Personnel** – Identify the names, titles, and contact information for
47 the personnel responsible for implementing and updating the plan and for
48 responding to spills.
49
- 50 2. **Spill Reporting** – List the names and telephone numbers of the Federal, State,
51 and local agencies the Contractor shall notify in the event of a spill.
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3. **Project and Site Information** – Describe the following items:
 - a. The project Work.
 - b. The site location and boundaries.
 - c. The drainage pathways from the site.
 - d. Nearby waterways and sensitive areas and their distances from the site.
 4. **Potential Spill Sources** – Describe each of the following for all potentially hazardous materials brought or generated on-site including but not limited to materials used for equipment operation, refueling, maintenance, or cleaning.
 - a. Name of material and its intended use.
 - b. Estimated maximum amount on-site at any one time.
 - c. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.
 5. **Preexisting Contamination** – Describe any preexisting contamination and contaminant sources (such as buried pipes or tanks) in the project area that are described in the Contract provisions and Plans. Identify equipment and Work practices that shall be used to prevent the release of contamination.
 6. **Spill Prevention and Response Training** – Describe how and when all project personnel, including refueling personnel and other subcontractors, shall be trained in spill prevention, containment, and response and in the location of spill response kits.
 7. **Spill Prevention** – Describe the following items:
 - a. The contents and locations of spill response kits that the Contractor shall supply and maintain that are appropriately stocked, located in close proximity to hazardous materials and equipment, and immediately accessible.
 - b. Security measures for potential spill sources to prevent accidental spills and Vandalism.
 - c. Methods used to prevent stormwater from contacting hazardous materials.
 - d. Secondary containment for each potential spill source listed in 4, above. Secondary containment structures shall be in accordance with Section S9.D.9 of Ecology’s Construction Stormwater General NPDES Permit, where secondary containment means placing tanks or containers within an impervious structure capable of containing 110 percent of the volume contained in the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment.
 - e. BMP methods and locations where they are used to prevent discharges to ground or water during mixing and transfer of hazardous materials and fuel. Methods to control pollutants shall use BMPs in accordance with Ecology’s Construction Stormwater General NPDES Permit. BMP guidance is provided in Ecology’s Stormwater Management Manuals, such as Volume II – Construction Stormwater Pollution Prevention, BMP C153, and Volume IV – Source Control BMPs.
 - f. Refueling procedures for equipment that cannot be moved from below the ordinary high water line.
 - g. Daily inspection and cleanup procedures that ensure all equipment used below the ordinary high water line is free of all external petroleum-based products.

- 1 h. Routine equipment, storage area, and structure inspection and
2 maintenance practices to prevent drips, leaks, or failures of hoses, valves,
3 fittings, containers, pumps, or other systems that contain or transfer
4 hazardous materials.
5 i. Site inspection procedures and frequency.
6
7 8. **Spill Response** – Outline the response procedures the Contractor shall follow for
8 each scenario listed below, indicating that if hazardous materials are encountered
9 or spilled during construction, the Contractor shall do everything possible to control
10 and contain the material until appropriate measures can be taken. Include a
11 description of the actions the Contractor shall take and the specific on-site spill
12 response equipment that shall be used to assess the spill, secure the area, contain
13 and eliminate the spill source, clean up spilled material, decontaminate equipment,
14 and dispose of spilled and contaminated material:
15 a. A spill of each type of hazardous material at each location identified in 4,
16 above.
17 b. Stormwater that has come into contact with hazardous materials.
18 c. A release or spill of any preexisting contamination and contaminant source
19 described in 5, above.
20 d. A release or spill of any unknown preexisting contamination and
21 contaminant sources (such as buried pipes or tanks) encountered during
22 project Work.
23 e. A spill occurring during Work with equipment used below the ordinary high
24 water line.
25

26 If the Contractor will use a subcontractor for spill response, provide contact
27 information for the subcontractor under item 1 (above), identify when the
28 subcontractor shall be used, and describe actions the Contractor shall take while
29 waiting for the subcontractor to respond.
30

- 31 9. **Project Site Map** – Provide a map showing the following items:
32 a. Site location and boundaries.
33 b. Site access roads.
34 c. Drainage pathways from the site.
35 d. Nearby waterways and sensitive areas.
36 e. Hazardous materials, equipment, and decontamination areas identified in
37 4, above.
38 f. Preexisting contamination or contaminant sources described in 5, above.
39 g. Spill prevention and response equipment described in 7 and 8, above.
40
41 10. **Spill Report Forms** – Provide a copy of the spill report form(s) that the Contractor
42 shall use in the event of a release or spill.
43
44 11. **Other Requirements** – Contractor shall have, and make part of the SPCC Plan,
45 the following project specific items:
46 a. Establish staging areas (used for activities such as equipment storage,
47 vehicle storage, fueling, servicing, and hazardous material storage) in a
48 location and manner that will prevent contaminants such as petroleum
49 products, hydraulic fluid, fresh concrete, sediments, sediment-laden water,
50 chemicals, or any other toxic or harmful materials from entering waters of
51 the state.
52 b. Spill containment systems must be adequate to contain all fuel leaks.

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Payment

All costs to create and implement the SPCC Plan shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(January 4, 2024 APWA GSP)

1-07.18(1) General Requirements

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

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

10 **1-07.18(2) Additional Insured**

11
12 All insurance policies, with the exception of Workers Compensation, and of Professional
13 Liability and Builder’s Risk (if required by this Contract) shall name the following listed
14 entities as additional insured(s) using the forms or endorsements required herein:
15

- 16 • Mason Conservation District and its officers, elected officials, employees, agents, and
17 volunteers
- 18 • Anchor QEA and its officers, elected officials, employees, agents, and volunteers
- 19 • U.S. Forest Service and its officers, elected officials, employees, agents, and
20 volunteers
- 21 • Quigg Bros., Inc. and its officers, employees, agents and subcontractors

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

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

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

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

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

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

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

50

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 when
3 the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to
4 demand such verification of coverage with these insurance requirements or failure of
5 Contracting Agency to identify a deficiency from the insurance documentation provided
6 shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
7

8 Verification of coverage shall include:

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

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

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

25

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

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

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

40

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

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

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

4
5 Comprehensive general liability insurance in the amount of \$1,000,000.00 per occurrence,
6 which shall include broad form general liability, comprehensive bodily injury, broad form
7 property damage, completed operations, and contractual liability insurance.

8
9 **1-07.18(5)B Automobile Liability**

10
11 Comprehensive Automobile Liability shall cover owned, non-owned, hired, and leased
12 vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01.
13 If the work involves the transport of pollutants, the automobile liability policy shall include
14 MCS 90 and CA 99 48 endorsements.

15
16 Such policy must provide the following minimum limit:
17 \$1,000,000 Combined single limit each occurrence

18
19 **1-07.18(5)C Workers' Compensation**

20
21 The Contractor shall comply with Workers' Compensation coverage as required by the
22 Industrial Insurance laws of the State of Washington.

23
24 **1-07.18(5)E Aviation Liability Insurance**

25
26 The aviation service provider shall carry aviation liability insurance in the amount of
27 \$5,000,000.00 per occurrence.

28
29
30 **1-07.24 Rights of Way**
31 (April 22, 2025 APWA GSP)

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

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

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

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

47 Whenever easements or rights of entry have not been acquired prior to advertising, these
48 areas are so noted in the Plans. The Contractor shall not proceed with any portion of the
49 work in areas where right of way, easements or rights of entry have not been acquired until
50 the Engineer certifies to the Contractor that the right of way or easement is available or

1 that the right of entry has been received. If the Contractor is delayed due to acts of
2 omission on the part of the Contracting Agency in obtaining easements, rights of entry or
3 right of way, the Contractor will be entitled to an extension of time. The Contractor agrees
4 that such delay shall not be a breach of contract.

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

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

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

25
26 Add the following new section:

27 28 **1-08.0 Preliminary Matters** 29 (May 25, 2006 APWA GSP) 30

31 Add the following new section:

32 33 **1-08.0(1) Preconstruction Conference** 34 (October 21, 2025 APWA GSP) 35

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

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

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

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

Add the following new section:

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

Except in the case of emergency or unless otherwise approved by the Engineer and/ or the Contracting Agency, the normal working hours on USFS lands for the Contract shall be between 7:00 a.m. and 7:00 p.m. Monday through Friday, exclusive of a lunch break. Normal working hours shall be proposed by the Contractor to the Contracting Agency for approval if different than between 7:00 a.m. and 7:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

For any Work on U.S. Forest Service land, heavy equipment and other noise-generating equipment (including chainsaws) may not operate within a two-hour window after sunrise and before sunset due to protection requirements for the Marbled Murrelet. The Project site is within/adjacent to sustainable habitat for Marbled Murrelets. The unloading of trees is a stationary activity and will need to adhere to the above-mentioned two-hour work restriction.

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

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

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

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

- 1 4. If a 4-10 work schedule is requested and approved the non-working day for the
2 week will be charged as a working day.
3 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and
4 recorded properly on certified payroll.
5
6

7 **1-08.1 Subcontracting**
8

9 **1-08.1(7) Payments to Subcontractors and Lower-Tier Subcontractors**
10

11 **1-08.1(7)A Payment Reporting**

12 *(November 25, 2024 APWA GSP*
13

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

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

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

20 **1-08.1(8)B Clauses Required in Subcontracts of All Tiers**

21 *(November 25, 2024 APWA GSP)*
22

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

25 **1-08.1(9) Submittal of Executed Subcontracts**

26 *(April 22, 2025 APWA GSP, Option B)*
27

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

30 **Vacant**
31

32
33 **1-08.3 Progress Schedule**
34

35 **1-08.3(2)A Type A Progress Schedule**

36 *(December 30, 2022 APWA GSP AND *****)*
37

38 Revise this section to read:
39

40 **The Contractor shall submit a Progress Schedule** no later than at the preconstruction
41 conference, or some other mutually agreed upon submittal time. The schedule may be a
42 critical path method (CPM) schedule, bar chart, or other standard schedule format.
43 Regardless of which format is used, the schedule shall identify the critical path. The
44 Engineer will evaluate the Progress Schedule and approve or return the schedule for
45 corrections within 15 calendar days of receiving the submittal.
46

47 The Progress Schedule shall include explicit consideration of work at or below the OHWM
48 and how HPA in-water work window will affect project scheduling. The Progress Schedule
49 shall also include the specific days and hours to be worked for the helicopter transport of
50 habitat logs and how delays or cancellations of flights due to weather impacts will be
51 handled for rescheduling flights.

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1-08.4 Prosecution of Work

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

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

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

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

1-08.5 Time for Completion

*(*****)*

Revise the third and fourth paragraphs to read:

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

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

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents

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

15 **1-08.9 Liquidated Damages**

16 *(March 3, 2021 APWA GSP, Option B)*
17

18 Revise the second and third paragraphs to read:
19

20 Accordingly, the Contractor agrees:
21

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

29 **Liquidated Damages Formula**

30
31 $LD=0.15C/T$
32

33 Where:
34

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

36 C = original Contract amount

37 T = original time for Physical Completion
38

39 When the Contract Work has progressed to Substantial Completion as defined in the
40 Contract, the Engineer may determine the Contract Work is Substantially Complete. The
41 Engineer will notify the Contractor in writing of the Substantial Completion Date. For
42 overruns in Contract time occurring after the date so established, the formula for liquidated
43 damages shown above will not apply. For overruns in Contract time occurring after the
44 Substantial Completion Date, liquidated damages shall be assessed on the basis of direct
45 engineering and related costs assignable to the project until the actual Physical
46 Completion Date of all the Contract Work. The Contractor shall complete the remaining
47 Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall
48 furnish a written schedule for completing the physical Work on the Contract.
49
50

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

5 **1-09.2 Weighing Equipment**
6

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

10 Revise the first paragraph to read:
11

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

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

20 Section 1-09.9 is revised to read:
21

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

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

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

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

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

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

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

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

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

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

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

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

15 with Section 1-05.1.

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

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

18 is achieved.

19

20

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

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

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

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

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

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

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

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

29 (Section 1-05.12).

30

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

50

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

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4 **Contract #2026-08 Notice**

5
6 The Contractor’s “Contract Total Amount” as delineated in the Bid Proposal will be considered
7 the total “Not to Exceed” budget for all Work under this Contract. Contractors may only bill
8 actual documented “flight hours” at the “Price per Flight Hour” delineated in Item 1 of the Bid
9 Proposal. Contractors may charge a maximum of 4 “flight hours” for their minimum per day
10 helicopter charge in cases when the Work requires less than 4 “flight hours” on a given
11 workday.

12
13 When submitting bids, prospective bidders shall estimate their total billable helicopter “flight
14 hours” required to transport and place all 102 habitat logs and provide the associated per hour
15 bid rate for that Work. A “flight hour” (as defined in this Contract) shall be the time from
16 helicopter take-off from the service landing site to landing, rounded to the nearest hundredth
17 of an hour. Final payment for the “Helicopter Transport and Placement of 102 Habitat Logs”
18 will be paid at the hourly bid rate for the actual “flight hours” flown in the field to complete this
19 Work as specified.

20
21
22 **Helicopter Transport and Placement of 102 Habitat Logs**

23 ***Bid Line Item 1***

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

25
26 This item is for the helicopter transport and placement of 102 Habitat Logs from the staging
27 area to their final constructed location within this project. The Contractor shall provide a
28 helicopter with qualified pilots, mechanics, riggers, support equipment, support personal, and
29 any other tools and supplies to safely perform the task of transporting and placing 102 habitat
30 trees with rootwads intact. These rootwad logs are all approximately 40-feet long, have a
31 diameter (DBH) from 22-inch to 27-inch, and each weigh around 5,000 pounds. These logs
32 will be transported from an established staging area and placed within the bed and banks of
33 the Upper South Fork Skokomish River to form 17 “Helicopter Wood Clusters” (Cluster). The
34 layout and approximate location of these 17 Clusters is shown in the Engineer’s Plans
35 (Appendix B) and in Appendix F. Each Cluster consists of 6 logs with rootwads (see sheet C12
36 of the Engineer’s Plans for details). The furthest upstream cluster is approximately 0.25 air
37 miles from the staging area whereas the further downstream cluster is located approximately
38 0.60 miles from the staging area.

39
40 The helicopter must be able to safely lift and transport at least one habitat tree in one load.
41 The Contractor will transport habitat trees from the staging area (Appendix C) to the
42 designated “Helicopter Wood Cluster” locations identified by the Engineer, US Forest Service
43 representatives, and/or Mason Conservation District. Helicopter and pilot shall be capable of
44 placing Habitat Logs accurately and properly oriented on the ground as directed by MCD
45 and/or its authorized representative at the cluster sites. The transport of all habitat trees from
46 the staging areas to the designated locations must begin no earlier than August 1, 2026 and
47 be completed no later than August 31, 2026. Coordination between the helicopter provider
48 and the prime contractor (Quigg Bros., Inc.) who is responsible for the land-based portion of
49 the work will be required.

1 The Contractor's helicopter pilots shall be the sole judge of what constitutes safe flying
2 conditions and the sole judge of the weather affecting flying conditions. The Contractor shall
3 carry aviation liability insurance in the amount of \$5,000,000.00 combined single limit or any
4 one accident during the course of Work unless the Contractor is using a subcontractor to
5 perform the helicopter Work. If the Contractor is using a subcontractor to perform the helicopter
6 Work on this project, the aviation service provider shall carry aviation liability insurance in the
7 amount of \$5,000,000.00 combined single limit or any one accident during the course of Work.
8 The Contractor shall be responsible for operating equipment safely and within the capabilities
9 of the equipment. MCD assumes no responsibility for equipment. MCD assumes no
10 responsibility for damage to equipment due to work which is within the scope of this Contract.
11 If the Contractor believes that work is unsafe, they shall immediately notify the on-site
12 representative. If the Contractor believes that any work is outside the scope of the Contract,
13 the Contractor shall notify MCD prior to performing the work.

14
15 **NOTE:** All interested helicopter contractors must submit a "Supplemental Bidder
16 Responsibility Criteria" form in compliance with 1-02.1(1) as part of the bid. Because this
17 project requires precise placement of some habitat logs in the final construction location,
18 previous large wood transport and placement experience is required.

19
20 Prospective bidders will be responsible for managing dust at the service landing site if, in their
21 judgement, it poses any risk to their equipment or personnel to safely conduct the Work on
22 this project. Prospective bidders are required to provide any and all ground personnel
23 necessary to securely rig logs for helicopter transport at the staging site and safely release
24 rigging at the cluster sites to construct clusters as designed. As necessary, MCD will provide
25 an excavator, log loader or other required equipment with adequate capacity to move logs into
26 position for rigging at the staging area. MCD and/or its authorized representative will provide
27 on-the-ground support at the cluster sites to direct accurate placement and configuration of
28 the clusters.

29
30 The per hour Bid unit price for "Helicopter Transport and Placement of 102 Habitat Logs" shall
31 be full compensation for all pilots, mechanics, labor, equipment, fuel, parts, repairs and
32 material necessary to provide, maintain and operate a helicopter for the transport of 102
33 Habitat Logs from the project staging area to their final constructed location per the Engineer's
34 Plans and/ or as directed by the Engineer, USFS representative, or MCD. Final payment for
35 the "Helicopter Transport and Placement of 102 Habitat Logs" will be paid at the hourly bid
36 rate for the actual "flight hours" flown in the field to complete this Work as specified. A "flight
37 hour" (as defined in this Contract) shall be the time from helicopter take-off from the service
38 landing site to landing, rounded to the nearest hundredth of an hour. Contractors may charge
39 a maximum of 4 "flight hours" for their minimum per day helicopter charge in cases where the
40 Work requires less than 4 "flight hours" on a given workday.

41 42 43 **Project Mobilization, Demobilization, and Clean Up**

44 ***Bid Line Item 2***

45 **(*****)**

46
47 This item is for the mobilization of equipment, material, and personal to the Project site to
48 conduct the helicopter transport of habitat logs. This item is also for all work to demobilize and
49 clean up any equipment, materials, or any other refuse brought in by the contractor. This item
50 shall be paid as a lump sum. The lump sum price for bid line item "Project Mobilization,
51 Demobilization and Clean Up" shall be full payment for all labor, equipment, and material

1 necessary to mobilize, demobilize, and clean up to complete this work as specified. No
2 additional payment shall be made.

3 4 5 **Habitat Trees**

6 (*****)

7
8 Habitat trees designated for use in the creation of Helicopter Wood Clusters will be stockpiled
9 in the project stockpile and staging area. These habitat trees with rootwads are 40' long and
10 have a DBH of 22" up to a maximum DBH of 27". These rootwad logs will have been harvested
11 within 1 year of the project and will likely be all, or mostly Douglas Fir but may also be western
12 red cedar, Sitka spruce or western hemlock.

13 14 15 **Helicopter Service Landing**

16 (*****)

17
18 A helicopter service landing site has been identified by the USFS off of Forest Service Road
19 2354 (See Appendices C and D for .kmz files that locate the Staging Area and Proposed
20 Helicopter Landing and Fueling Areas respectively). This site was identified as the "best fit"
21 given its proximity to the project area and its characteristics.

22 23 24 **Fire Regulations**

25 (*****)

26
27 All Work on U.S. Forest Service land shall follow the Industrial Fire Precaution Levels (IFPL)
28 standards, requirements, and protocols when activated. If required under IFPL restrictions, the
29 Contractor will be responsible for providing and paying for a "fire watch" person. Because
30 these are weather-dependent and change frequently, we cannot specify them in advance.

31 32 33 **General Requirements**

34 (*****)

35
36 All equipment and material transported onto National Forest System land shall be "Weed-
37 free."

38
39 The Contractor shall thoroughly clean all off-road equipment of dirt/mud, seeds, and other
40 plant parts before it is moved onto National Forest Service land.

41
42 All equipment shall be free of oil, hydraulic fluid, and diesel fuel leaks.

43
44 It will be the Contractor's responsibility to ensure that adequate measures have been taken.

45
46 The Contractor shall be responsible for managing dust at the service landing site as it relates
47 to posing any risk to their equipment or personnel safety to conduct Contract work.

48
49 **For any Work on U.S. Forest Service land, heavy equipment and other noise-generating**
50 **equipment (including chainsaws) may not operate within a two-hour window after**
51 **sunrise and before sunset due to protection requirements for the Marbled Murrelet. The**

1 **Project site is within/adjacent to sustainable habitat for Marbled Murrelets. The**
2 **unloading of trees is a stationary activity and will need to adhere to the above-**
3 **mentioned two-hour work restriction.**
4
5 Forest Service roads 2354 and 2361 is gated and closed to all vehicle traffic from October 1st
6 through April 30th each year.
7
8 Equipment fueling areas shall be at least 150 feet from open water or wetlands.
9
10 Equipment shall be checked daily for leaks and complete any required repairs in an upland
11 location before using the equipment near the water.
12
13 Equipment chosen to be used by the Contractor shall have the capabilities to complete all
14 Work specified in a safe and timely manner.
15
16 Contractor shall be responsible for operating equipment safely and within the capabilities of
17 the equipment. The Engineer and MCD assumes no responsibility for equipment. The
18 Engineer and MCD assumes no responsibility for damage to equipment due to work which is
19 within the scope of this contract. If the Contractor believes that work is unsafe, they shall
20 immediately notify the on-site representative. If the Contractor believes that any work is
21 outside the scope of the Contract, the Contractor shall notify MCD or on-site representative
22 prior to performing the work.
23
24 The Contractor agrees to assume sole and complete responsibility for service landing site
25 during the course of work on this Project, including safety of all person and property, and
26 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 Every reasonable effort shall be made to conduct the activities shown in the Engineer's Plans
31 in a manner that minimizes the adverse impact on water quality, fish and wildlife, and the
32 natural environment.
33
34 The Contractor shall supervise and direct the Work using the best skills and attention. The
35 Contractor shall be solely responsible for all log transporting means, methods, techniques,
36 sequences, and procedures and for coordinating all portions of the Work under this Contract.
37
38 The Contractor and subcontractors must pay their workers at the rate that is the higher of the
39 two sets of prevailing wages: the Washington State prevailing wage or the federal prevailing
40 wage.
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Appendices

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

- APPENDIX A: Project Vicinity Map**
- APPENDIX B: Engineering Plans**
- APPENDIX C: Phase VI Staging Area Location Pin (.kmz file)**
- APPENDIX D: Proposed Helicopter Landing Fueling Location Pin (.kmz file)**
- APPENDIX E: WDFW Hydraulic Project Approval**
- APPENDIX F: Proposed Helicopter Wood Cluster Locations (.kmz file)**