

Project Special Provisions – Keys Road Flood Protection, Phase 1

Introduction to the Special Provisions

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2020 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor’s own expense.

Division 1 General Requirements

Description of Work

(March 13, 1995)

This Contract provides for the improvement of *** Keys Road Flood Protection Project Phase I *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01 Definitions and Terms

1-01.3 Definitions

(January 4, 2016 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for “Contract”.

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02 Bid Procedures and Conditions

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	7	Furnished automatically upon award.
Contract Provisions	7	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	2	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

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

1-02.4(2) Subsurface Information

(March 8, 2013 APWA GSP)

The second sentence in the first paragraph is revised to read:

The Summary of Geotechnical Conditions and the boring logs, if and when included as an appendix to the Special Provisions, shall be considered as part of the Contract.

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

1-02.6 Preparation of Proposal

(July 11, 2018 APWA GSP)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

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

If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any Subcontractor to perform those items of work.

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

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

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

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

1-02.9 Delivery of Proposal

(December 19, 2019 APWA GSP, Option A)

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

To be considered responsive on a FHWA-funded project, the Bidder may be required to submit the following items, as required by Section 1-02.6:

- UDBE Written Confirmation Document from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification (WSDOT 272-056U)

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- Good Faith Effort (GFE) Documentation
- UDBE Bid Item Breakdown (WSDOT 272-054)
- UDBE Trucking Credit Form (WSDOT 272-058)

These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. These documents shall be received **no later than 48 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

If submitted after the Bid Proposal is due, the document(s) must be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added. All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (UDBE confirmations, or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 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 work day on which the normal work processes of the Contracting Agency resume.

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.

1-02.13 Irregular Proposals

(December 19, 2019 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bidder fails to submit a UDBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - l. The Bidder fails to submit UDBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:

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- a. The Proposal does not include a unit price for every Bid item;
- b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
- c. Receipt of Addenda is not acknowledged;
- d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
- e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option B)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

1. Delinquent State Taxes

- A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 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 does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. Federal Debarment

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

3. Subcontractor Responsibility

- A Criterion: The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also "responsible" subcontractors as defined by RCW 39.06.020.
 - B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.
 4. Claims Against Retainage and Bonds
 - A Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
 - B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:
 - Name of project
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed;
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.
 5. Public Bidding Crime
 - A Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.
 - B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the 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 determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

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

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

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

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 Award and Execution of Contract

1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 20 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 20 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

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

Delete the first paragraph and replace it with the following:

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

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

1-03.7 Judicial Review*(November 30, 2018 APWA GSP)*

Revise this section to read:

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

1-04 Scope of the Work

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(March 13, 2012 APWA GSP)

Revise the second paragraph to read:

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

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

1-05 Control of Work

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of

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work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7. The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

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

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

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

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices
(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

Add the following new section:

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

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

1-07 Legal Relations and Responsibilities to the Public

1-07.1 Laws to be Observed
(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

Section 1-07.1 is supplemented with the following:

(May 13, 2020)

In response to COVID-19, the Contractor shall prepare a project specific COVID-19 health and safety plan (CHSP) in conformance with Section 1-07.4(2) as supplemented in these specifications, COVID-19 Health and Safety Plan (CHSP).

1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the

amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

1-07.3 Fire Prevention and Merchantable Timber Requirements**1-07.3(2) Merchantable Timber Requirements**

Section 1-07.3(2) is supplemented with the following:

(April 7, 2008)

This project contains merchantable timber.

Export Restrictions - DOT Form 410-100, Purchaser Certification for Export Restricted Timber, will be included when the contract is sent to the Contractor for execution. The form shall be completed and signed by the Contractor. The Contractor shall send the original signed form and one copy of the signed form directly to the Washington State Department of Revenue at the address on the form. The Contractor shall send one signed copy along with the other documents required by Section 1-03.3 to the Contracting Agency with the executed contract.

State Tax Requirements - It shall be the Contractor's responsibility to pay to the State Department of Revenue all taxes on harvested timber.

1-07.4 Sanitation

1-07.4(2) Health Hazards

Section 1-07.4(2) is supplemented with the following:

(May 13, 2020)

COVID-19 Health and Safety Plan (CHSP)

The Contractor shall prepare a project specific COVID-19 health and safety plan (CHSP). The CHSP shall be prepared and submitted as a Type 2 Working Drawing prior to beginning physical Work. The CHSP shall be based on the most current State and Federal requirements. If the State or Federal requirements are revised, the CHSP shall be updated as necessary to conform to the current requirements.

The Contractor shall update and resubmit the CHSP as the work progresses and new activities appear on the look ahead schedule required under Section 1-08.3(2)D. If the conditions change on the project, or a particular activity, the Contractor shall update and resubmit the CHSP. Work on any activity shall cease if conditions prevent full compliance with the CHSP.

The CHSP shall address the health and safety of all people associated with the project including State workers in the field, Contractor personnel, consultants, project staff, subcontractors, suppliers and anyone on the project site, staging areas, or yards.

COVID-19 Health and Safety Plan (CHSP) Inspection

The Contractor shall grant full and unrestricted access to the Engineer for CHSP Inspections. The Engineer (or designee) will conduct periodic compliance inspections on the project site, staging areas, or yards to verify that any ongoing work activity is following the CHSP plan. If the Engineer becomes aware of a noncompliance incident either through a site inspection or other means, the Contractor will be notified immediately (within 1 hour). The Contractor shall immediately remedy the noncompliance incident or suspend all or part of the associated work activity. The Contractor

shall satisfy the Engineer that the noncompliance incident has been corrected before the suspension will end.

1-07.5 Environmental Regulations

Section 1-07.5 is supplemented with the following:

(September 20, 2010)

Environmental Commitments

The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the various documents referenced in the Special Provision **Permits and Licenses**. Throughout the work, the Contractor shall comply with the following requirements:

(August 3, 2009)

Payment

All costs to comply with this special provision for the environmental commitments and requirements are incidental to the contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the contract.

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

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

(April 2, 2018)

The following Provisions summarize the anticipated requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the Washington State Department of Fish and Wildlife. Throughout the work, the Contractor shall comply with the following requirements or as updated per Section 1-07.6:

(April 2, 2018)

The Contractor may begin Work below the Ordinary High Water Line on *** August 1st *** and must complete all the Work by *** August 31th ***.

(April 2, 2018)

All costs to comply with this special provision are incidental to the Contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the Contract.

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

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

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(April 2, 2018)

The following Provisions summarize the anticipated requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the U.S. Army Corps of Engineers. Throughout the work, the Contractor shall comply with the following requirements or as updated per Section 1-07.6:

(February 25, 2013)

Temporary structures and dewatering of areas under the jurisdiction of the U.S. Army Corps of Engineers must maintain normal downstream flows and prevent upstream and downstream flooding to the maximum extent practicable.

(August 3, 2009)

Heavy equipment working in wetlands or mudflats must be placed on mats or other measures taken to minimize soil disturbance as approved by the Engineer.

(April 2, 2018)

All costs to comply with this special provision are incidental to the Contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the Contract.

1-07.5(6) U.S. Fish/Wildlife Services and National Marine Fisheries Service

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

(April 2, 2018)

The following Provisions summarize the anticipated requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the U.S. Fish and Wildlife Service and/or the National Marine Fisheries. Throughout the work, the Contractor shall comply with the following requirements or as updated per Section 1-07.6:

(*****)

No chainsaws will be operated during the murrelet breeding season (April 1 through September 23) within two hours of sunrise and sunset.

No road construction activities will be conducted within two hours of sunrise and sunset. Additionally, pre-work meetings occurring within two hours of sunrise will occur off-site at a developed location.

Refer to the following website, using the City of Aberdeen for sunrise and sunset times:

<http://www.sunrisesunset.com/usa/washington.asp>

Construction crews will remove all food scraps and food packaging of any kind from the project sites and transport off-site after each workday and will not leave food exposed and unattended.

(April 2, 2018)

All costs to comply with this special provision are incidental to the Contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the Contract.

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

*****Project permits as described below and in Section 1-07.5 are in process from permitting agencies and are anticipated to be issued before construction. When permits are received, the text below and conditions as described in 1-07.5 will be updated, permits will be added as appendices and an addendum will be issued accordingly. Contractor is responsible for receiving all addendums and reviewing permit conditions. Notice to proceed will not be provided until permits are received and the project plans have been vetted against all permit conditions*****

*(January 2, 2018) *** (TO BE UPDATED IN FUTURE ADDENDUM) ****

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. Copies of these permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times.

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g. Request for Chemical Treatment Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

***** Hydraulic Project Approval Permit No. XXXX-X-XXX+XX (WDFW)
Nationwide Permit No. NWS-XXXX-XXX (USACE)
Endangered Species Act Concurrence (NMFS and/or USFWS) *****

1-07.7 Load Limits

Section 1-07.7 is supplemented with the following:

(March 13, 1995)

If the sources of materials provided by the Contractor necessitates hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

1-07.9 Wages

1-07.9(5) Required Documents

(January 3, 2020 APWA GSP)

Delete this section and replace it with the following:

General

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 Engineer and the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

Intents and Affidavits

On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Engineer the following for themselves and for each firm covered under RCW 39.12 that will or has provided Work and materials for the Contract:

1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form number F700-029-000. The Contracting Agency will make no payment under this Contract until this statement has been approved by State L&I and reviewed by the Engineer.
2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

The Contractor is responsible for requesting these forms from State L&I and for paying any fees required by State L&I.

Certified Payrolls

Certified payrolls are required to be submitted by the Contractor for themselves, all Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly on all Federal-aid projects and no less than monthly on State funded projects.

Penalties for Noncompliance

The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines, any or all payments may be withheld until compliance is achieved. In addition, failure to provide these payrolls may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

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, 2016 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 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.

- H. All costs for insurance 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(2) Additional Insured

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

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

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

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

1-07.18(3) Subcontractors

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

\$1,000,000 Combined single limit each accident

1-07.18(5)C Workers' Compensation

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

1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary

construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-08 Prosecution and Progress

Add the following new section:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

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, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 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.

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 for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than ***3 working days*** prior to the day(s) the Contractor is requesting to change the hours.

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

1-08.1 Subcontracting

(May 30, 2019 APWA GSP, Option B)

Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify...".

1-08.3(2)A Type A Progress Schedule

(March 13, 2012 APWA GSP)

Revise this section to read:

The Contractor shall submit 3 copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

Delete this section 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.

Section 1-08.4 is supplemented with the following:

(*****)The USACE Nationwide permit is required and has not been issued by the first advertisement date. Receipt of the Nationwide permit is expected sometime between the end

of June and mid-July, 2020. Notice to proceed will not be given until the Nationwide permit has been issued.

1-08.5 Time for Completion

The third paragraph of Section 1-08.5 is revised to read:

(August 7, 2006)

Contract time shall begin on the first working day. The first working day shall be ***** the 10th calendar day after the date of Notice to Proceed *****.

Section 1-08.5 is supplemented with the following:

(March 13, 1995)

This project shall be physically completed within ***** 50 ***** working days.

1-08.9 Liquidated Damages

(August 14, 2013 APWA GSP)

Revise the fourth paragraph to read:

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

1-09 Measurement and Payment

1-09.2 Weighing Equipment

1-09.2(1) General Requirements for Weighing Equipment

Section 1-09.2(1) is revised to read as follows:

(January 3, 2011)

Unless otherwise specified any highway or bridge construction materials to be proportioned or measured and paid for by weight, shall be weighed on scales. The Contractor shall provide, set

up, operate and maintain the scales necessary to perform the weighing or shall designate permanently installed, certified commercial scales for the purpose. Each truck to be weighed shall bear a unique identification number. This number shall be legible and in plain view of both the scale operator and the person receiving the material at the jobsite.

Scales provided or designated by the Contractor shall be accurate to within one-half of one percent of the correct weight throughout the range of use. If platform scales are used, each platform scale shall be able to weigh the entire hauling vehicle or combination of connected vehicles at one time. No part of the vehicle or vehicle combination will be permitted off the platform as it is weighed.

An agent of the scale manufacturer shall test and service any scale before its use at each new site and then at 6-month intervals. The Contractor shall provide the Engineer a copy of the final results after each test.

All initial weighing at the dispatch site or at another site approved by the Engineer shall be performed by a Contractor employee or by another person designated by the Contractor. The designated weigher shall prepare a weigh or load ticket to accompany each load. Each ticket shall contain the truck identification number, the date and time of weighing the load, a description of the material being weighed and the signature or initials of the weigher.

Each weigh or load ticket shall also contain a determination of the net weight of the load. This shall be a reading from any device which weighs as material is loaded or a calculation including gross weight and tare weight when the method of loading does not include weighing. It shall also identify the weighed material. When used, tare weights shall be taken of each hauling vehicle at least once each day. The ticket shall be provided to the inspector at the jobsite immediately after the material is delivered. A record of each day's tare weights shall be furnished to the Engineer daily using Form 422-027 EF, or on an alternate form approved by the Engineer.

The vehicle operator shall deliver the ticket to the material receiver at the material delivery point. The material delivery point is defined as the location where the material is incorporated into the permanent work.

Except as noted below, all weighing shall be subject to confirmation testing through random checks made with a second, separate scale. The secondary scale shall be described in the contract provisions, either as a designated independent commercial scale or as a platform scale installed by the Contractor at a location named in the provisions. The inspector will select loaded trucks at random and weigh them with the secondary scale. The same trucks will be weighed empty when the tested load has been delivered.

The frequency of confirmation testing will be such that at least one test weekly is performed for each weighed contract item of work being performed during that week. Confirmation testing will not be routinely conducted for small quantities of weighed material. A small quantity shall be defined as one who's estimated proposal quantity, multiplied by its unit price, has a value of less than \$20,000. The inspector may choose to apply confirmation testing to a minor quantity item if, in the inspector's judgment, there is reason to suspect that the ticket weight might be incorrect.

Section 1-09.2(1) is supplemented with the following:

(August 6, 2001)

The Contracting Agency has selected the following independent commercial scale for the purpose of conducting confirmation testing for weighed materials on this project. The Agency will pay any fees required by the owner of the scale. All other costs associated with complying with the confirmation testing requirement shall be borne by the Contractor and shall be included in the bid price for the material being hauled.

*** NW Rock, Newskah Quarry
642 Newskah Road
Aberdeen, WA 98520 ***.

1-09.2(2) Specific Requirements for Batching and Hopper Scales

(August 6, 2001)

Section 1-09.2(2) is deleted.

1-09.2(3) Specific Requirements for Platform Scales

(August 6, 2001)

Section 1-09.2(3) is deleted.

1-09.2(4) Specific Requirements for Belt Conveyor Scales

(August 6, 2001)

Section 1-09.2(4) is deleted.

1-09.2(5) Measurement

Section 1-09.2(5) is revised to read as follows:

(January 3, 2011)

If confirmation testing shows the initial scale has been underweighing, the on-site representative of the Contractor shall be notified. The Contractor shall not be compensated for any loss from underweighing.

If the initial scale has been overweighing, the on-site representative of the Contractor shall be notified and the Contracting Agency will calculate a price adjustment as follows:

The combined weight of all materials weighed after the last test showing accurate results through the load preceding the next confirmation test shall be calculated. This combined weight will then be reduced by the percentage of weighing error that exceeds one-half of one percent. If subsequent confirmation tests continue to show overweighing, then the

highest correction factor calculated from all tests shall be applied to all loads weighed after the last successful test and before a new confirmation test that shows accurate results.

If the specifications and plans require weight measurement for minor construction items, the Contractor may request permission to convert volume to weight. If the Engineer approves, an agreed factor may be used to make this conversion.

1-09.2(6) Payment

Section 1-09.2(6) is revised to read as follows:

(January 3, 2011)

Unless otherwise specified, the Contracting Agency will pay for no materials received by weight unless they have been weighed in accordance with the requirements of this section.

Unit contract prices for the various pay items of the project cover all costs related to weighing and proportioning materials for payment. These costs include those for furnishing, installing, certifying, maintaining and operating scales for initial weighing, those for extra haul distance and time involved in complying with confirmation testing requirements, and those for any other related item specified in this section.

1-09.2(1) General Requirements for Weighing Equipment

(July 23, 2015 APWA GSP, Option 2)

Revise item 4 of the fifth paragraph to read:

4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's Daily Report, unless the printed ticket contains the same information that is on the Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare weights for each truck on the printed ticket.

1-09.2(5) Measurement

(May 2, 2017 APWA GSP)

Revise the first paragraph to read:

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

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by Engineer.

1-09.9 Payments

(March 13, 2012 APWA GSP)

Supplement this section with the following:

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

1-09.9 Payments

(March 13, 2012 APWA GSP)

Delete the first four paragraphs and replace them with the following:

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

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

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

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

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

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

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

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

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

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

1-09.11(3) Time Limitation and Jurisdiction

(November 30, 2018 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13(3) Claims \$250,000 or Less

(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Administration of Arbitration

(November 30, 2018 APWA GSP)

Revise the third paragraph to read:

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

1-10 Temporary Traffic Control

1-10.2 Traffic Control Management

1-10.2(1) General

Section 1-10.2(1) is supplemented with the following:

(January 3, 2017)

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701

1-10.2(3) Conformance to Established Standards

Section 1-10.2(3) is revised to read:

(February 3, 2020)

Flagging, signs, and all other traffic control devices and procedures furnished or provided shall conform to the standards established in the latest WSDOT adopted edition (in accordance with WAC 468-95) of the MUTCD, published by the U.S. Department of Transportation, and the 2005 draft version of the *Public Rights-of-Way Accessibility Guidelines* (PROWAG): <https://www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way/background/revised-draft-guidelines>. Judgment of the quality of devices furnished will be based upon *Quality Guidelines for Temporary Traffic Control Devices*, published by the American Traffic Safety Services Association. Copies of the MUTCD and *Quality Guidelines for Temporary Control Devices* may be purchased from the American Traffic Safety Services Association, 15 Riverside Parkway, Suite 100, Fredericksburg, VA 22406-1022.

In addition to the standards of the MUTCD described above, the Contracting Agency enforces crashworthiness requirements for most work zone devices. The AASHTO Manual for Assessing Safety Hardware (MASH) has superseded the National Cooperative Highway Research Project (NCHRP) Report 350 as the established requirements for crash testing. Temporary traffic control devices manufactured after December 31, 2019 shall be compliant with the 2016 edition of the Manual for Assessing Safety Hardware (MASH 16) crash test requirements, as determined by the Contracting Agency, except as follows:

1. In situations where a MASH 16 compliant traffic control device does not exist and there are no available traffic control devices that were manufactured on or before December 31, 2019, then a traffic control device manufactured after December 31, 2019 that is compliant with either NCHRP 350 or the 2009 edition of the Manual for Assessing Safety Hardware (MASH 09) is allowed for use with approval of the Engineer.
2. Temporary traffic control devices that were manufactured on or before December 31, 2019, and were successfully tested to National Cooperative Highway Research Program (NCHRP) Report 350 or MASH 09 may continue to be used on WSDOT projects throughout their normal service life.
3. Small and lightweight channelizing and delineating devices, including cones, tubular markers, flexible delineator posts, and plastic drums, shall meet the requirements of either NCHRP 350, MASH 09, or MASH 16, as determined by the manufacturer of the device.
4. A determination of crashworthiness for acceptance of trailer-mounted devices such as arrow displays, temporary traffic signals, area lighting supports, and portable changeable message signs is currently not required.

The condition of signs and traffic control devices shall be acceptable or marginal as defined in the book *Quality Guidelines for Temporary Traffic Control Devices*, and will be accepted based on a visual inspection by the Engineer. The Engineer's decision on the condition of a sign or traffic control device shall be final. A sign or traffic control device determined to be unacceptable shall be removed from the project and replaced within 12 hours of notification.

Division 2 Earthwork

2-01 Clearing, Grubbing, and Roadside Cleanup

2-01.1 Description

Section 2-01.1 is supplemented with the following:

“Temporary Construction Access and Staging” means identifying, creating, and maintaining temporary access roads and materials and equipment staging and storage areas and includes actions such as clearing, grubbing and roadside cleanup.

“Temporary Bridge Crossing” means installing a durable water crossing that adheres to all permit requirements and minimizes disturbance to water quality and aquatic life when passing construction equipment and personnel over any water body.

2-01.2 Disposal of Usable Materials and Debris

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

Replace Section 2-01.2(1) with the following:

Open burning will not be used to dispose of the debris resulting from the clearing and grubbing.

2-01.2(3) Disposal Method No. 3 – Chipping

Replace Section 2-01.2(3) with the following:

No vegetation shall be chipped. All native vegetation shall be incorporated into the ELJs or as otherwise directed by the Engineer.

2-01.3 Construction Requirements

Add the following new section:

2-01.3(5) Temporary Construction Access and Staging

The Contractor is responsible for developing temporary construction access and staging areas to facilitate the construction of the project in accordance with the Project Plans, these Special Provisions and all permit requirements.

Within the limits of the project, additional floodplain restoration work is occurring on WDFW owned property and will be occurring simultaneously with this project and access and staging between the two projects will need to be coordinated between the two Contractors and any respective subcontractors. The Contractor shall be solely responsible for all coordination between the two project actions and shall conduct all construction access and staging activities in a manner that minimizes disturbances to both project actions. The WDFW floodplain design restoration plans and schedule are included as attachments to the Project Specifications. Project specifications maybe provided upon request.

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Additional information about the WDFW project can be found here:
<https://secure.rco.wa.gov/prism/search/ProjectSnapshot.aspx?ProjectNumber=18-2142#ProjectSnapshotAttachments>

Temporary access and staging shall include and is not limited to the following items:

1. Install access and staging areas as specified in the Project Plans, or as otherwise proposed under a formal submittal to the Engineer.
2. Stage and refuel equipment only at the staging area designated for this activity on the Project Plans. All other staging areas shown on the Project Plans are for material staging only.
3. Minimize disturbance to existing vegetation, soil and drainage ways as feasible.
4. Limit clearing to the minimum needed to access and stage for construction activities
5. Stake and flag all proposed areas of clearing within the construction limits, which shall be limited to the access routes and staging areas at least 3 business days prior to construction.
 - a. Contractor shall inform Engineer when the flagging is installed. Engineer will inspect and approve proposed clearing areas.
 - b. Flagging shall be 12" strips of high-visibility orange survey tape tied on 3-foot length wood lathe stakes or existing vegetation at 50 foot maximum spacing.
6. Install Best Management Practices (BMPs) as necessary or as required by permit documents that include are but are not limited to: stabilized construction entrances, equipment wash stations, culverts or drainage berms or channels, silt fence, hog fuel/wood chips, etc.
7. Use existing or previously commissioned roadways whenever possible.
8. Minimize the number of temporary access roads and travel paths to lessen soil disturbance and compaction and impacts to vegetation.
9. Not build temporary roads on slopes where grade, soil, or other features suggest a likelihood of excessive erosion or failure.
10. Flag limbs proposed for removal in order to establish and maintain access. Limbs shall be approved by Engineer or Owner prior to removal.
11. Not disturb any ground or vegetation outside of the construction limits unless approved by the Engineer or Owner.
12. Not clear vegetation greater than 12" in diameter without prior Engineer or Owner approval. Cleared vegetation shall be incorporated into log structures or channel construction as directed by Engineer.
13. Be responsible for the protection and preservation of all existing native vegetation including trees, shrubs, and other objects outside of the limits of the staging areas and access paths.
14. Prevent equipment from passing within the dripline of protected trees unless specifically permitted and supervised by Engineer or Owner.
15. Any existing tree, shrub, and bush located outside of the staging areas and access paths that are damaged or destroyed during construction shall be replaced by the Contractor in like type and size as indicated by the Engineer at no cost to the Owner.
16. Stage, stockpile, and sort trees and vegetation that are cleared in order to be re-located to their final location within the project area (i.e. within Engineered Logjams or other project elements) as directed by the Engineer.
17. Shall locate and identify existing utilities and shall install protection methods to ensure the existing utilities are not damaged. A known Cascade Natural Gas line runs along the west side of Keys Road and will need to be avoided. There may be other unidentified utilities not shown on Project Plans.
18. Restore temporary roads in wet or flooded areas by the end of the applicable in-water work period.

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19. Not construct new permanent roads unless specifically called for in the Project Plans and Scope of Work.
20. Shall keep the premises clean, free of excess soils, and other materials, including refuse and debris, resulting from work throughout the operation for all phases of construction, including planting.
21. Remove all invasive vegetation within the clearing limits and dispose of outside of the project site in accordance with all permit requirements and standard BMPs.
22. Not stockpile materials or equipment in any manner that may create hazards or obstacles to adjacent roadways.
23. Obliterate and restore temporary access roads.
 - a. All access route(s) into the site shall be restored as specified in these specifications and in the Project Plans. This work shall include excavation and removal of any materials used for the access road and access path(s), removing surplus soils, materials, flagging, stakes, geotextile, and debris from the construction site and leaving the project in a clean condition and soils fully stabilized using erosion control measures. Site restoration shall include the following elements:
 - b. Decompact soil by scarifying the soil surface of roads and paths, stream crossings, staging, and stockpile areas so that seeds and plantings can root.
 - c. Upon project completion, rehabilitate all disturbed areas in a manner that results in similar or better than pre-work conditions through removal of project related waste, spreading of stockpiled materials (soil, LW, trees, etc.) seeding, or planting with local native seed mixes or plants.
 - d. Short-term stabilization measures may include the use of non-native sterile seed mix (when native seeds are not available), weed-free certified straw, jute matting, and other similar techniques. Short-term stabilization measures will be maintained until permanent erosion control measures are effective. Stabilization measures will be implemented within three days of construction completion.
 - e. Replant each area requiring revegetation prior to or at the beginning of the first growing season following construction. Achieve reestablishment of vegetation in disturbed areas to at least 70% of pre-project levels within three years. Use an appropriate mix of species that will achieve establishment and erosion control objectives, preferably forb, grass, shrub, or tree species native to the project area or region and appropriate to the site. Barriers will be installed as necessary to prevent access to revegetated sites by livestock or unauthorized persons.
24. Restore and replant any areas and vegetation disturbed outside of the approved construction limits.
 - a. Vegetation shall be replaced in-kind at the Contractor's sole expense.

2-01.3(5)A Temporary Stream Crossing

The Contractor shall:

1. Install temporary bridge crossings where flowing surface water is encountered and/or as shown on the Project Plans.
2. Receive approval from the Engineer for location, span, type and duration of stream crossings before installation.
3. Not alter the capacity of the flowing water channel such that a raise in water surface or increase in velocity causes excess inundation or velocities capable of eroding and scouring of streambed or bank material.

4. Construct the bridge crossing to support the greatest vehicle loads anticipated to cross the structure such that risk of failure and subsequent contamination of surface water and groundwater is eliminated.

2-01.4 Measurement

Section 2-01.4 is supplemented with the following:

No unit of measurement shall apply to the lump sum unit Contract price for "Temporary Construction Access and Staging".

2-01.5 Payment

Replace paragraphs 1, 2, and 3 of Section 2-01.5 with the following:

Payment will be made for the following Bid items when they are included in the Proposal:

"Temporary Construction Access and Staging", per lump sum. The per lump sum unit Contract price for "Temporary Construction Access and Staging", shall constitute full payment for all materials, labor, and equipment necessary to perform clearing and to construct, maintain and decommission temporary access roads. Costs associated with furnishing, installing and removing temporary bridge crossings as described in Section 2-01.3(5)A shall be included in the lump sum cost for "Temporary Construction Access and Staging". Staging, sorting, hauling etc. of Owner-supplied or Contractor-provided logs and construction materials is not Work covered under this Contract.

Installation, maintenance, and materials procurement for BMPs to control erosion and water shall be performed and paid under the lump sum unit Contract price for "Temporary Erosion and Sediment Control" as described in Section 8-01.4

2-02 Removal of Structures and Obstructions

2-02.3 Construction Requirements

Section 2-02.3 is supplemented with the following:

Miscellaneous existing man-made debris within the construction, access, and staging areas shall be removed and disposed of at a permitted disposal site. Materials to be removed include, but are not limited to, fencing, trash, and household debris. Disposal of man-made debris, recyclables, or hazardous materials shall be in accordance with current law.

2-02.4 Bank Riprap Removal

New Section

Contractor shall remove existing riprap along the bank within the limits shown on the Project Plans or as directed in the field by the Engineer. Existing bank riprap shall be removed in a manner that minimizes disturbance to surrounding vegetation and native bank material. No riprap shall be removed below grade

or in locations where surrounding native bank material would be disturbed by the removal of the riprap. The Contractor is responsible for ensuring all Local, State and Federal Permit Conditions are maintained during the Bank Riprap Removal.

Access to the area of Bank Riprap Removal shall be by the access routes shown on the Project Plans and done in a manner that minimizes disturbance to existing riparian vegetation. If, after reviewing the Project Plans and current conditions at the site, the Engineer and Contractor determine additional and/or alternative routes are feasible and will not result in additional disturbance to the riparian vegetation, the Engineer may approve alternative access routes.

Riprap removed from the existing bank shall be stockpiled on site per the direction of the Engineer. Salvaged riprap may be utilized for construction of the rock collars provided the salvaged riprap meets all requirements for the rock collars as outlined on the Project Plans and in these Special Provisions.

2-02.5 Payment

Replace Section 2-02.5 with the following:

Payment will be made for the following Bid items when they are included in the Proposal:

“Bank Riprap Removal”, per lump sum. The per lump sum unit Contract price for “Bank Riprap Removal”, shall constitute full payment for all materials, labor, and equipment necessary to access the work area, remove existing riprap and stockpile riprap on site. Cost associated with reusing stockpiled riprap as boulder collars is not included with this item.

All additional work specified in this section will be incidental to the Bid items included in the Proposal and no separate measurement or payment will be made.

2-03 Roadway Excavation and Embankment

2-03.3 Construction Requirements

2-03.3 (7) Disposal of Surplus Material

2-03.3(7) A General

Supplement Section 2-03.3(7) with the following:

The Contractor shall:

1. Be solely responsible for loading, hauling and the disposing of all surplus material and construction debris in a manner complying with all local, state and federal statutes and regulations.

2-03.5 Payment

Replace Section 2-03.5 with the following:

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All costs involved in the loading, hauling and the disposal of all surplus material and construction debris shall be included in the unit Contract price shown on the proposal for "Temporary Construction Access and Staging" and no further payment will be made.

Division 6 Structures

6-05 Piling

6-05.3 Construction Requirements

6-05.3(9) Pile Driving Equipment

6-05.3(9)B Pile Driving Equipment Requirements

This section is replaced with the following:

Driving timber pile shall be performed using Contractor-selected equipment capable of achieving the minimum embedment at the pile locations shown on the Project Plans and meeting the requirements of these Special Provisions. The Contractor-selected pile driving system shall also be capable of driving timber piles at batter angles as shown on the Project Plans. Contractor may drive timber piles using either a drop hammer or vibratory hammer system.

When planning for driving, the Contractor should consider potential subsurface conditions. A formal geotechnical analysis has not been performed for the project site; therefore, subsurface mapping will not be provided. Well logs in the project vicinity indicates that fine sandy silt, sand and gravel will be encountered in subsurface layers. This does not preclude the possibility of large aggregate (large cobble, boulder) being encountered in subsurface layers. The Contractor shall be prepared to penetrate these layers to achieve design depths.

Vibratory Hammer

If a vibratory hammer is to be used, the excavator-mounted vibratory hammer shall have a minimum centrifugal force of 80 tons. It is recommended that the hammer be equipped with side grip capabilities. No geotechnical investigation or pile testing has been conducted at the site, thus feasibility of driving pile via vibratory hammer has not been confirmed.

Pile Driving Cap

The use of a pile driving cap over the pile butt while driving is recommended to achieve embedment depth and minimize damage to piles. The cap is a tubular section of steel that guides alignment of the pile during driving. The cap mounts to the underside of the main driving body, shall be capable of being held in line with the main body of the driver. The pile driving cap shall fit over the pile butt diameter and the Contractor shall not modify the pile butt to fit the pile driving cap over it.

Excavator Requirements

The excavator to which the vibratory hammer is mounted shall meet the pile driver manufacturer suggested requirements for operating class, engine power, hydraulic oil reservoir size and flow rate.

The Contractor is encouraged to implement excavator equipment modifications as specified by the pile driver manufacturer. In general, modifications could include:

1. Increasing the size of the hydraulic reservoir.
2. Increasing size of hydraulic lines.
3. Combining hydraulic systems of the driver and excavator.

The excavator and driver shall be in good working condition, free of obvious mechanical impairments and leaks with all external grease and oils removed to the maximum extent practicable; all hoses and connections shall be checked for tightness and leaks prior to initiation of driving. Oils and lubricants shall be biodegradable.

6-05.3(11) Driving Piles**6-05.3(11)A Tolerances**

This section is replaced with the following:

Piles shall be driven in the locations and achieve the minimum embedment depths as shown on the Project Plans. Finished pile tops shall be within 6" of the locations shown in the Project Plans unless otherwise approved by the Engineer in the field. Pile embedment depths shall be within 6" of the minimum embedment depths as shown on the Project Plans unless otherwise approved by the Engineer in the field.

6-05.3(11)C Preparation for Driving

This section is replaced with the following:

When planning for driving, the Contractor should consider potential subsurface conditions. A formal geotechnical analysis has not been performed for the project site; therefore, subsurface mapping will not be provided. Well logs in the project vicinity indicates that fine sandy silt, sand and gravel will be encountered in subsurface layers. This does not preclude the possibility of large aggregate (large cobble, boulder) being encountered in subsurface layers. The Contractor shall be prepared to penetrate these layers to achieve design depths.

Timber piles shall be cut square on the butt end on site prior to driving. Pile driving cap should be large enough to fit without the need to trim or chamfer the pile. Prior to driving, the Contractor shall clearly mark the target embedded depth as measured from the tip end of the pile; marking shall occur after any trimming of the pile has occurred. Shortening of piles shall be minimized; piles shall be shortened a maximum of one foot during squaring, trimming, and/or chamfering. As needed, timber piles shall be fitted with two steel bands fitted around the butt end to prevent splitting, crushing or brooming while driving as described in Section 9-10.1.

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

This section is replaced with the following:

Each pile shall be driven continuously until the required embedment indicated on the Project Plans is achieved. Pauses during pile driving, except for mechanical breakdown or other unforeseen events, shall not be allowed. An ultimate load-bearing capacity for the timber piles is not required for this work and driving of the timber piles is only complete once the embedment specified on the Contract Plans is achieved. Bearing shall not be criteria for driving.

Piles shall be driven with the tip (narrow end of pile) end down and the Contractor is advised to use pile driving caps when driving into locations with resistant sublayers such as within the mainstem channel. Each pile shall be driven continuously until meeting the required embedment depths.

Driving timber piles through alluvial material can be difficult and time-consuming. The Contractor is encouraged to closely monitor the status of the driver throughout driving activities. The Contractor is encouraged to adhere to manufacturer recommendations for maximum operating temperature. Cool-down time between piles should be anticipated by the Contractor. Cooling via direct immersion in the creek or adjacent wetlands is not allowed. Cooling the hammer with spray from pumped creek water where runoff does not enter surface waters, or from a groundwater sump are allowed, provided all applicable permit conditions are being met.

Regular maintenance of the pile driver during driving activities is also encouraged. A regular inspection of fittings, couplers, hoses, bolts, and other mechanical connections, with an ample supply of spare parts, will reduce down time.

All piles are to be driven to embedment depth; other “normal means” methods such as casing, pre-boring or spudding are **not** allowed. Likewise, blasting, mudding or shall not be used. If driving piles to embedment depths specified cannot be achieved, the Contractor must seek Engineer approval to proceed with any alternate methods.

Piles are anticipated to be installed through saturated granular deposits which will contain silt, gravels, cobbles, and possibly boulders. Contractor shall attain engineer’s approval prior to shifting piles.

6-05.3(11)F Pile Damage

This section is replaced with the following:

The Contractor shall remove and replace any pile which is damaged at no additional cost to the Owner. The method used in installation and driving piles shall not subject the piles to excessive or undue abuse producing brooming, splitting, or splintering of wood. Any pile damaged during installation and driving by reason of internal defects or by improper driving, or driven out of its proper location, or driven below the designated top elevation, shall be corrected by the Contractor, without compensation, by a method approved by the Contracting officer and/or Engineer.

6-05.3(13) Treatment of Timber Pile Heads

This section is replaced with the following:

No preservatives shall be applied to pile heads.

Division 8 Miscellaneous Construction

8-01 Erosion Control and Water Pollution Control

8-01.1 Description

Section 8-01.1 is supplemented with the following:

Grays Harbor County Department of Public Works is applying for a Washington State Department of Ecology NPDES Construction Stormwater General Permit for this project. The Contracting Agency anticipates the permit to be issued prior to the start of construction. The Contractor shall assume and include in the bid full compliance and administration with the requirements of the General Permit for this Project. A copy of the general permit can be obtained from the Department of Ecology's website: <https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit> ~~is included in Appendix [] of these Special Provisions~~. If any requirements are included in the approved permit from the Washington State Department of Ecology that differ from the current general permit ~~Permit provided in Appendix []~~, those requirements will be paid for under Force Account per Section 1-09.6.

8-01.3 Construction Requirements

8-01.3(1) General

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

Permit Compliance

The Contractor shall perform all work in compliance with the NPDES Construction Stormwater General Permit that ~~is included~~ referenced in these Specifications. The Contracting Agency will provide a copy of the finalized permit to the Contractor upon award of the Contract.

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The permit shall be transferred to the Contractor prior to issuance of a Notice to Proceed and terminated upon completion of the project per the following:

1. The Contracting Agency will provide the Contractor with a Transfer of Coverage form prior to issuing a Notice to Proceed.
2. The Contractor shall sign and return the Transfer of Coverage form to the Contracting Agency.
3. The Contracting Agency will process the transfer and pay any associated transfer fees to the Department of Ecology.

Once the transfer is complete and a Notice to Proceed has been issued, the Contractor is responsible for performing all work in compliance with the permit. Upon completion of the project, the Contractor shall submit a Notice of Termination to the Department of Ecology and provide the Contracting Agency documentation that the termination is effective.

Turbidity shall be monitored by the Contractor. Turbidity requirements are set forth in permit documents. Efforts to minimize turbidity and mitigate for turbidity in excess of permit standards is the responsibility of the Contractor.

Fish Protection

Prior to any dewatering, or stream diversion, fish must be captured and relocated from and isolated from work areas. All fish removal work shall be performed by the Contractor. Fish removal work shall be conducted in accordance with all project permits and State and Federal regulations for the handling of aquatic species, including those protected under the Endangered Species Act. Contractors shall provide trained staff with experience capturing, handling, transporting and releasing fish, included via electrofishing means.

The Contractor shall monitor the work area during construction and if a connection to the flowing water occurs such that fish can enter the work area; the Contractor shall correct the site isolation system and fish shall be removed by the Contractor prior to commencement of work at the cost of the Contractor. Contractor shall coordinate construction activities with fish removal activities and provide a minimum of 5 business days' notice to the Owner and Engineer prior to conducting fish removal and relocation activities.

Site Isolation

Portions of the project Work require isolation of flowing surface water. This may be accomplished using excavated bypass channels, coffer damming, or other methods that meet all applicable permits and project requirements.

Groundwater will be encountered during excavation activities associated with ELJ installation. Dewatering sumps and discharge pumps shall be maintained within the site at all times to manage site groundwater and maintain dry working conditions where required within the project site.

When reintroducing flows to the watercourse, turbidity must be minimized to meet water quality standards.

8-01.3(1)A Submittals

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

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

Section 8-01.3(1)A1 is supplemented with the following:

The TESC plan shall document the Contractor's application of BMP's to manage erosion of exposed soils anywhere within the project limits during the course of construction. The TESC plan shall be submitted to the Engineer for review and approval. No materials shall be brought into the staging area(s) or construction area until the TESC plan has been approved.

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

1. Indicate the proposed access route(s) if they differ from those shown in the Plans, and shall show where BMPs will be installed and maintained during the duration of the project
2. Indicate the proposed staging areas which describe the equipment and construction materials, spoils, debris, etc., that will be staged in these areas during the project.
3. Indicate discharge locations of any stream bypass, diversion and groundwater management/pumping stations, as well as the methods and BMP's that will be installed to manage erosion/scour and turbidity at discharge locations.

4. Describe how discharge locations will be monitored for turbidity as well as the materials held on-site and the actions that will be employed and maintained on site to control turbidity.

This project is scheduled to occur during the “dry season” of May 1 to September 30. The contractor is required to submit a TESC plan for the “dry season.” However, the Contractor shall also include action plans in the event of rainstorm to prevent excessive erosion from rainfall and plans to respond to increased flows within the creek.

Additionally, if construction extends beyond September 30, the Contractor shall provide a sediment control plan to meet local, state, and federal requirements for construction in the “wet season”. The wet season erosion and sediment control plan shall be submitted to the Engineer for review and approval prior to September 15. The wet season erosion and sediment control plan shall be prepared at the Contractor’s sole expense.

8-01.3(1)A2 Site Isolation

New Section

Streamflow must be isolated from the Work areas by either diversion, bypass or isolation. The site isolation system may include, at a minimum, cofferdams and an excavated bypass channel. Any stream bypass system shall be designed to prevent erosion of the channel at the downstream end of the stream bypass and conform to applicable turbidity standards. Dewatering shall be performed as needed with pumps. Any temporary stream bypass systems shall be completely removed when no longer required.

The contractor shall submit, as part of the TESC plan, a Temporary Stream Bypass and Groundwater Management Plan (Water Control Plan). The Water Control Plan shall:

1. Conform to Washington Department of Ecology water quality standards, Washington Department of Fish and Wildlife Hydraulic Project Approval (HPA), and the local Noise Ordinances, as appropriate.
2. Include revised drawings from the Project Plans, which will be included in the onsite Project Plans.
3. Indicate methods to isolate construction activities from flowing water and the sequence of events to achieve isolation that shall protect water quality and aquatic life
4. Indicate dimensions, alignment and duration of any proposed diversion channel and how it shall be maintained during construction to provide adequate capacity, prevent fish from entering the channel, and how it shall be returned to pre-project topography while minimizing erosion and excess turbidity.
5. Indicate locations, type and sizes of all dewatering pumps and equipment that shall be used to maintain a dry excavation area for ELJ construction
6. Describe how the Contractor will be prepared and have materials on site to secure the area from impacts of heavy rainfall with appropriate BMPs (such as plastic sheeting).
7. Details on how the contractor will coordinate, perform and monitor fish removal and isolation from work areas.

All costs for associated with isolating streamflow from the active site, included installing coffer dams, dewatering, performing fish exclusion and removal, and removal of all site isolation elements are included in the bid item “Site Isolation”.

8-01.3(1)A3 Site Isolation for Timber Complex ELJ – Optional Additive*New Section*

Should the Timber Complex ELJ construction be included with the project, Site Isolation associated with the construction of this structure will also be required. Site Isolation measures for this structure shall meet the requirements of Section 8-01.3(1)A2

8-01.3(1)F Relief Channel RM 1.0*New Section*

Construction of the instream wood structures in the Site B Stage 2 work area will be facilitated by the construction of a relief channel as shown on the Project Plans, in conjunction with the Site Isolation measures described in 8-01.3(1)A2. Relief Channel RM 1.0 shall be constructed following the sequencing outlined on the Project Plans or as directed by the Engineer.

There are approximately +/- 10,000 bank cubic yards of material associated with excavation of the relief channel as shown on the Project Plans. A portion of the material excavated from the relief channel and are expected to be placed in the lee of adjacent ELJs during their construction. The remainder of cut shall be placed on the adjacent gravel bar as shown in the Project Plans or as directed by the Engineer. It is not anticipated that any excavated material needs to be hauled offsite. Additional local mounding to create natural topography and gravel bar features may be added at the direction of the Engineer or Owner. All permanent fill placed on the site shall be compacted to a minimum of 85% in-situ density (shall not be measured) via tracking and bucket tamping; this includes all material placed as indicated on the Project Plans and as backfill over logs and log structures as directed.

Prior to beginning any earthwork, the Contractor shall:

1. Review the relief channel alignment and grade marks with the Engineer. The Engineer will survey and stake the side channel inlet alignments.
2. Protect stakes and elevation markers placed by the Engineer.
3. Clear and grub in accordance with Section 2-01.3. Remove any vegetation, stumps, downed logs, and debris within the grading limits.

All costs for excavating the relief channel, placing excavated material on the adjacent gravel bar or as backfill on ELJ structures, and spreading and compacting excavated material as directed by the Engineer are included in the bid item "Relief Channel RM 1.0"

8-01.3(1)C7 Turbidity Curtain

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

The TESC plan shall contain manufacturer cut sheets on the TESC elements proposed to be used in the project, such as turbidity curtain. The turbidity curtain, if used, shall be suitable for withstanding the flow velocities present at time of construction and sufficiently sized to fully reach a weighted curtain bottom to the bottom of the existing channel along the alignment shown given water elevations at time of construction. The Contractor is responsible for determining actual velocities and selecting a suitable

product and installation details to ensure stability for conditions present at time of construction, including all anchors to secure the silt boom at the shore and along the alignment shown on the Plans.

8-01.3(2) Temporary Seeding and Mulching

8-01.3(2)B Temporary Seeding

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

Temporary grass seed shall be a commercially prepared mix, made up of low growing grass species that will grow without irrigation at the project location, and accepted by the Engineer. The Contractor shall notify the Engineer not less than 24 hours in advance of any seeding operation and shall not begin the Work until areas prepared or designated for seeding have been accepted. Following the Engineer's acceptance, seeding of the accepted slopes shall begin immediately. Temporary seeding may be sown at any time allowed by the Engineer.

Temporary Seeding shall consist of:

70 lb/ac "Regreen" sterile wheat (*Triticum X Elymus* "Regreen"), with 95 percent minimum purity, and minimum germination of 85 percent.

Temporary seeding shall be sown by one of the following methods:

1. A hydro seeder that utilizes water as the carrying agent, and maintains continuous agitation through paddle blades. It shall have an operating capacity sufficient to agitate, suspend, and mix into a homogeneous slurry the specified amount of seed and water or other material. Distribution and discharge lines shall be large enough to prevent stoppage and shall be equipped with a set of hydraulic discharge spray nozzles that will provide a uniform distribution of the slurry.
2. Blower equipment with an adjustable disseminating device capable of maintaining a constant, measured rate of material discharge that will ensure an even distribution of seed at the rates specified.
3. Power-drawn drills or seeders.
4. Areas in which the above methods are impractical may be seeded by hand methods. When seeding by hand, the seed shall be incorporated into the top $\frac{1}{4}$ inch of soil by hand raking or other method that is allowed by the Engineer.

8-01.3(2)D Temporary Mulching

Section 8-01.3(2)D is replaced with the following:

Temporary mulch shall be straw, wood strand, or HECP mulch and shall be used for the purpose of erosion control by protecting bare soil surface from particle displacement. Mulch shall not be applied below the anticipated water level of ditch slopes, pond bottoms, and stream banks. HECP mulch shall not be used within the Ordinary High Water Mark. Non-HECP mulches applied below the anticipated water level shall be removed or anchored down so that it cannot move or float, at no additional expense to the Contracting Agency.

Straw or wood strand mulch shall be applied at a rate to achieve at least 95 percent visual blockage of the soil surface. Straw mulch shall be suitable for spreading with mulch blower equipment.

Keys Road Flood Protection, Phase 1

Special Provisions

Moderate Term Mulch shall be hydraulically applied at the rate of 3500 pounds per acre with no more than 2000 pounds applied in any single lift.

Moderate-Term Mulch can be used in conjunction with permanent seeding. Mulch sprayed on signs or sign Structures shall be removed the same day. Areas not accessible by mulching equipment shall be mulched by accepted hand methods.

8-01.3(2)D2 Stockpiling Mulch

New Section

Arborist woodchip mulch is to be obtained and delivered to the site, and will be used in revegetation work by others. Mulch is to be stockpiled in quantities as shown on the Plans. Stockpile locations will be specified by the Engineer.

8-01.4 Measurement

Section 8-01.4 is supplemented with the following:

No unit of measurement shall apply to the lump sum unit Contract price for "Temporary Erosion and Sediment Control".

No unit of measurement shall apply to the lump sum unit Contract price for "Site Isolation"

No unit of measurement shall apply to the lump sum unit Contract price for "Site Isolation for Timber Complex ELJ – Optional Additive"

No unit of measurement shall apply to the lump sum unit Contract price for "Relief Channel RM 1.0"

No unit of measurement shall apply to the lump sum unit Contract price for "Temporary Seeding and Mulching"

No unit of measurement shall apply to "Permit Compliance", "Fish Protection", "Erosion Control and Water Pollution Control", "Turbidity Curtain" as these items are considered incidental to the Bid items listed in the Proposal.

8-01.5 Payment

Section 8-01.5 is supplemented with the following:

Payment will be made for the following Bid items when they are included in the Proposal:

"Temporary Erosion and Sediment Control", per lump sum. The unit Contract price per lump sum for "Temporary Erosion and Sediment Control", shall include costs for all labor, materials, tools, equipment, and incidentals required to furnish, install, maintain, and remove BMPs to control erosion and turbidity. Development of the TESC Plan submittal shall be incidental to the Bid item.

“Site Isolation”, per lump sum. The unit Contract price per lump sum for “Site Isolation” shall include all costs for, but is not limited to, all labor, materials, tools, equipment, and incidentals required to furnish, install, maintain, and remove site isolation measures employed to maintain dry working conditions and the removal and relocation of fish within the isolated areas in accordance with these Specifications, the Project Plans, the project permits, and as directed by the Engineer.

“Site Isolation for Timber Complex ELJ – Optional Additive”, per lump sum. The unit Contract price per lump sum for “Site Isolation for Timber Complex ELJ – Optional Additive” shall include all costs for, but is not limited to, all labor, materials, tools, equipment, and incidentals required to furnish, install, maintain, and remove site isolation measures employed to maintain dry working conditions and the removal and relocation of fish within the isolated area as required for the construction of the Timber Complex ELJ and in accordance with these Specifications, the Project Plans, the project permits, and as directed by the Engineer. Work paid under this bid item shall only include such Site Isolation measures that are directly applicable to the construction of the Timber Complex ELJ. Site Isolation measures required for other ELJ structures shall be paid under the bid item “Site Isolation”

“Relief Channel RM 1.0”, per lump sum. The unit Contract price per lump sum for “Relief Channel RM 1.0” shall include all costs for, but is not limited to, all labor, materials, tools, equipment, and incidentals required to excavate, place, and compact excavated material, and achieve finished grade for the bypass channel in accordance with these Specifications, the Contract Plans, the project permits, and as directed by the Engineer.

“Temporary Seeding and Mulching”, per lump sum. The unit Contract price per lump sum for “Temporary Seeding and Mulching” shall include all costs for, but is not limited to, all labor, materials, tools, equipment, and incidentals required to revegetate by hydroseed/hydromulch all access routes (above ordinary high water mark), complete seeding and mulching of other disturbed/excated areas, and deliver and stockpile arborist wood chip mulch to the site for revegetation by others, in accordance with these Specifications, the Contract Plans, the project permits, and as directed by the Engineer.

8-30 Instream Construction

New Section

8-30.1 Description

This work shall consist of furnishing and installing all proposed wood structures (“Type 1 Apex ELJ”, “Type 2 Apex ELJ”, “Type 1 Deflector ELJ”, “Type 1 Floodplain Roughness ELJ”, “Timber Complex ELJ – Optional Additive”, “Type 1 Setback Revetment ELJ”, and “Type 2 Setback Revetment ELJ”) indicated in the Project Plans. This work includes furnishing all logs, timber piles, slash and other materials used in the construction of the wood structures, excavation and placement of native alluvium material related to the construction of the wood structures, and any additional minor grading work as directed by the Engineer or Owner associated with the goals of achieving improved habitat conditions in the Project Area. Materials required for the construction of the wood structures are included in the material quantities tables on the Project Plans.

Subsurface Information

Keys Road Flood Protection, Phase 1

Special Provisions

No geotechnical investigation has been performed for this site. Contractor assumes all risk of feasibility of installing timber piles to the specified depths and handling of anticipated groundwater during excavations.

8-30.2 Materials

Materials shall meet the requirements of the following sections:

Logs for Instream Construction	9-37.1
Slash	9-37.2
Racking	9-37.3
Timber Pile	9-37.4
Rock Collars	9-37.5
Chain	9-37.6

8-30.3 Construction Requirements

Contractor shall construct all structures to the quantities and/or in the dimensions as shown on the plans and/or as directed by the Engineer in the field. The location of logs and log structures are shown on the Project Plans. Their final locations, orientation, and/or degree of burial will be adjusted by the Engineer at the time of construction to suit field conditions at time of construction

8-30.3(1) Permit Requirements

The Contractor shall comply with all applicable requirements of all permits obtained for this project and with all applicable requirements of local, state, and federal agencies.

8-30.3(3) Installation of ELJs and Other Instream Elements

The Contractor shall install all structures as detailed in the Project Plans with the materials, means and methods that meet these Special Provisions. Work under this item shall consist of furnishing all labor, tools, equipment, materials, and verification testing necessary to install all materials and structures as specified on the Project Plans and in these Special Provisions. Existing large riprap material on site or salvaged from construction activities, such as the construction of the Timber Complex ELJ, may be used in for the construction of the rock collars providing salvaged riprap meets the requirements of the Project Plans, these Special Provisions and is approved by the Engineer.

Locations and installation details of each project element may be field modified by the Engineer to suit site conditions that are encountered such as subgrade conditions, wood materials dimensions and quality, the Contractor's proposed installation methods, river and floodplain conditions such as presence/absence of surface or groundwater, vegetation, trees, or sensitive areas as determined by the Engineer or Owner. The Engineer may make modifications to locations, grades, dimensions, orientation, etc. of all project elements.

8-30.3(5) Pile Installation

The contractor shall construct all log structures requiring piles with timber piles. Rootwad posts may not be used in lieu of timber piles.

8-30.3(5)A Installing Timber Pile

Installing timber pile shall be performed using Contractor-selected equipment. Timber piles shall meet the material requirements in Section 9-37.4. Piles shall be installed per requirements of Section 6-05. Broken piles shall be replaced in-kind. No geotechnical investigation has been performed for this site. Contractor assumes all risk of feasibility of installing pile to the specified depths.

Pile Embedment Depth

The reference elevation from which finished pile depth is measured from is to be approved by the Engineer. Required minimum pile embedment depths vary by structure type and are shown in the Project Plans. The reference point for measuring pile embedment depth varies by structure type and shall be confirmed in the field with the Engineer prior to initiating pile installation.

For the Type 1 Apex ELJ, Type 2 Apex ELJ, Type 1 Deflector ELJ, and Timber Complex ELJ, pile embedment will be referenced from the adjacent channel thalweg (lowest point, excluding deep pools) of the nearest mainstem channel thread. As an example, where an ELJ is proposed on top of a gravel bar that is 3-feet higher than the adjacent channel thalweg, the design pile embedment depth will be relative to the adjacent channel thalweg, not the bar elevation, and the actual embedment depth will be 3-ft plus the specified design depth (e.g. 20-ft beneath adjacent thalweg).

For the Type 1 Setback Revetment ELJ and the Type 2 Setback Revetment ELJ, the pile embedment depth will be referenced from the ELJ bed elevation specified in the Project Plans.

For the Floodplain Roughness ELJ, the pile embedment depth will be referenced from the adjacent floodplain surface.

Hubs, markers, stakes and flagging placed to indicate pile locations and depths are to be protected in place during construction.

8-30.3(6) Structural Connections

Structural connections shall be made per the Project Plans.

8-30.3(7) Submittals**8-30.3(7)A Instream Construction Plan**

The Contractor shall submit an Instream Construction Plan to the Engineer for review and approval. The Instream Construction Plan shall consist of the following individually approved elements:

1. Project Schedule
2. Equipment List
3. Pile Installation Plan
4. Construction Sequencing Plan

The Instream Construction Plan shall also reference the Water Control Plan developed in accordance with Section 8-01.3(1)A2

8-30.3(7)A.1 Project Schedule

All activities listed below in the Construction Plan to ensure all work is completed within the in-water work window. Critical milestones that shall be included in the schedule of work shall be:

Notice to Proceed (NTP) (Est.):	7/13/2020
Availability of site for access route preparation:	7/20/2020
Start of in-water work window:	8/1/2020
End of in-water work window:	8/31/2020
Site closure:	10/9/2020

The Project Schedule submittal shall specify the schedule of construction activities that includes clearing and grubbing, temporary access road and staging area construction, the duration of ELJ construction, site closure and other activities.

8-30.3(7)A.2 Equipment List

The Contractor shall submit as part of the Instream Construction Plan, the list of equipment that includes make and model, working capacities, and anticipated hours of use or the primary activities that said equipment will be performing.

8-30.3(7)A.3 Pile Installation Plan

Contractor shall submit a pile installation plan that meets requirements of Section 6-05 and Section 8-30(5) and shall be reviewed and approved by the Engineer.

The Pile Installation Plan shall list the equipment to be used for installing the timber piles for all wood structures shown on the Project Plans. The piles shall be installed in a method that meets the specified design depth and batter angles, minimizes structural damage to the piles, and keeps subgrade disturbance to a minimum. Excavation of timber piles is not an acceptable installation method. Vibrating, or driving are acceptable methods, however other methods may be approved by the Engineer after reviewing the detailed Pile Installation Plan submitted by the Contractor.

The Pile Installation Plan shall include a description of a contingency plan for the pile installation equipment in case of malfunction or equipment failure to ensure that structures can be completed per the Project Plans and within the work window. Identify the recent relevant proven experience of the equipment and operator to achieve the depth of embedment shown in the Project Plans. The operator listed in the pile installation plan shall be the operator on site and responsible for all pile installation associated with the Project.

8-30.3(7)A.4 Construction Sequencing Plan

The Contractor shall submit a Construction Sequencing Plan that describes the proposed sequence of work activities to complete the Project. The Project Plans provide a general construction sequence. The Instream Construction Plan shall include, at a minimum, the elements described in an example Construction Sequencing Plan below. The Construction Sequencing Plan shall reference the TESC Plan and the Water Control Plan where applicable.

A general construction sequence is shown in the Project Plans. The Contractor must develop the proposed Construction Sequencing Plan and submit to the Engineer for review and approval. The following presents an example general stream construction sequence.

1. Coordinate with WDFW and/or the WDFW contractor per section 2-01.3(5)
2. Receive approval of the TESC Plan, Water Control Plan, and the Instream Construction Plan by the Engineer.
 - a. Access and staging can begin with Engineer's approval of the TESC Plan, but no work in or near water shall begin until the other submittals are approved.
3. Survey and stake access road and staging area limits and review with the Engineer and Owner. Stakes/flagging will be adjusted per Engineer and Owner feedback and will be maintained during the duration of the project.
4. Review the condition of the riprap bank in Site C, slated for removal in Stage 1, with Engineer/Owner and determine where riprap is to be removed per section 2-02.4.
5. Install erosion control measures.
6. Install temporary access routes within the project area.
7. Remove vegetation within the grading limits. Stockpile trees and vegetation for use within the project elements such as ELJs.
8. Begin staging stream materials – specify the sequence and locations of material staging
9. The Engineer will stake ELJ locations and grading extents. Stakes and elevation markers (hubs) or similar shall be protected by the Contractor for the duration of the project.
10. Install Site Isolation elements for Stage 1 construction activities and ensure no surface water connection exists between flowing water and the active work area during construction in accordance with permit requirements.
11. Perform fish exclusion within isolated work areas.
12. Commence construction of Type 1 Apex ELJ, Type 2 Apex ELJ, Type 1 Deflector ELJ and Timber Complex ELJ within the active work area (Contractor shall specify which order the ELJs will be constructed using the unique ID's shown in the Project Plans)
 - a. Excavate a work area to the structure bottom elevation
 - b. Install dewatering wells, pumps and discharge outlets to maintain a dry work area
 - c. Install timber piles per Project Plans
 - d. Assemble ELJ per Project Plans
 - e. Install slash and topsoil over completed fill areas
13. Following completion and approval by Engineer and Owner of all Stage 1 construction elements, remove all site isolation and temporary erosion and sediment control measures, restore disturbed areas and decommission access road as shown on the Project Plans, these Specifications and as directed by the Engineer.
14. Following Sequence 1 construction, Contractor shall stake/flag the locations, dimensions and extents of the bypass channel at Site B as shown in the Project Plans and review with the Engineer.
15. Begin construction of the bypass channel following sequencing described in the Project Plans or as directed by the Engineer.
16. Install Site Isolation elements for Stage 2 construction activities, including coffer dam across mainstem of Satsop River at Site B, installing cofferdam from downstream to upstream. At Site B, route river flow through bypass channel in a manner than meets all permit and water quality requirements.
17. Perform fish exclusion within isolated work areas.
18. Construct Stage 2 wood structures utilizing pumps to dewater work area as necessary.
19. Following completion and approval of all Stage 2 wood structures by Engineer and Owner, remove cofferdams. At Site B, spread native alluvium on gravel bar and/or on wood structures as shown on the Project Plans or as directed by Engineer.

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20. At the discretion of the Contractor, construction of the North and South Setback Revetments (Sites C and A, respectively) per Project Plans, can occur concurrently or after Stage 1 and 2 activities.
21. Before the North and South Setback Revetments are complete and access is removed, deliver and stockpile arborist wood chip mulch as described on the Plans.
22. Remove access paths, and restore access route and staging areas per guidelines in Section 2-01.3. During restoration of access path, perform Temporary Seeding and Mulching as described in the Plans and Specs.
23. Remove erosion control measures.
24. Repair any damage to roadway surfaces caused by construction activities.

8-30.4 Measurement

"Type 1 Apex ELJ" will be measured on a per each unit basis each structure installed and approved by the Engineer and Owner.

"Type 2 Apex ELJ" will be measured on a per each unit basis each structure installed and approved by the Engineer and Owner.

"Type 1 Deflector ELJ" will be measured on a per each unit basis each structure installed and approved by the Engineer and Owner.

"Floodplain Roughness Triangular ELJ" will be measured on a per each unit basis each structure installed and approved by the Engineer and Owner.

"Timber Complex ELJ – Optional Additive" will be measured on a per each unit basis each structure installed and approved by the Engineer and Owner.

"Type 1 Setback Revetment ELJ" will be measured on a per each unit basis each structure installed and approved by the Engineer and Owner.

"Type 2 Setback Revetment ELJ" will be measured on a per each unit basis each structure installed and approved by the Engineer and Owner.

8-30.5 Payment

"Type 1 Apex ELJ", per each.

The per each unit Contract price "Type 1 Apex ELJ", shall include all costs incurred for furnishing and installing all materials shown per the Project Plans. ELJs shall be approved by the Engineer and/or Owner. Temporary excavation associated with clearing a level working area, excavating to the structure bottom elevation, staging and stockpiling of excavated alluvium, placing logs, racking and slash and backfilling structure with excavated alluvium, finished grading of ELJ including of constructing ELJ tails and gravel bars in the lee of the structure, including mixing of slash and alluvium, etc. are incidental to the per each cost. This bid item shall include all costs incurred for acquiring, transporting, staging of timber piles as well

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as installing piles into ELJs as shown on the Project Plans and/or as directed by the Engineer as well as for mobilizing pile installation equipment. Costs associated with removal and re-installation of timber piles and any banding, driving cap, collars, shaping the timber pile top and/or installation of driving shoes as needed shall be considered incidental to this bid item. Replacement of broken timber pile(s) with a new timber pile(s) shall be considered incidental to this bid item. Installing materials longer and/or larger or smaller/shorter than shown on the Plans shall be considered incidental to the unit Contract price. Included in the per each unit price is furnishing and installing all materials including logs, timber piles, racking, slash, chain, clamps, and any other materials referenced in the Plans not included in other bid tab items.

“Type 2 Apex ELJ”, per each.

The per each unit Contract price “Type 2 Apex ELJ”, shall include all costs incurred for furnishing and installing all materials shown per the Project Plans. ELJs shall be approved by the Engineer and/or Owner. Temporary excavation associated with clearing a level working area, excavating to the structure bottom elevation, staging and stockpiling of excavated alluvium, placing logs, racking and slash and backfilling structure with excavated alluvium, making structural connections as shown on the Project Plans, finished grading of ELJ including of constructing ELJ tails and gravel bars in the lee of the structure, including mixing of slash and alluvium, etc. are incidental to the per each cost. This bid item shall include all costs incurred for acquiring, transporting, staging of timber piles as well as installing piles into ELJs as shown on the Project Plans and/or as directed by the Engineer as well as for mobilizing pile installation equipment. Costs associated with removal and re-installation of timber piles and any banding, driving cap, collars, shaping the timber pile top and/or installation of driving shoes as needed shall be considered incidental to this bid item. Replacement of broken timber pile(s) with a new timber pile(s) shall be considered incidental to this bid item. Installing materials longer and/or larger or smaller/shorter than shown on the Plans shall be considered incidental to the unit Contract price. Included in the per each unit price is furnishing and installing all materials including logs, timber pile, racking, slash, chain, clamps, and any other materials referenced in the Plans not included in other bid tab items.

“Type 1 Deflector ELJ”, per each.

The per each unit Contract price “Type 1 Deflector ELJ”, shall include all costs incurred for furnishing and installing all materials shown per the Project Plans. ELJs shall be approved by the Engineer and/or Owner. Temporary excavation associated with clearing a level working area, excavating to the structure bottom elevation, staging and stockpiling of excavated alluvium, placing logs, racking and slash and backfilling structure with excavated alluvium, making structural connections as shown on the Project Plans, finished grading of ELJ including of constructing ELJ tails and gravel bars in the lee of the structure, including mixing of slash and alluvium, etc. are incidental to the per each cost. This bid item shall include all costs incurred for acquiring, transporting, staging of timber piles as well as installing piles into ELJs as shown on the Project Plans and/or as directed by the Engineer as well as for mobilizing pile installation equipment. Costs associated with removal and re-installation of timber piles and any banding, driving cap, collars, shaping the timber pile top and/or installation of driving shoes as needed shall be considered incidental to this bid item. Replacement of broken timber pile(s) with a new timber pile(s) shall be considered incidental to this bid item. Installing materials longer and/or larger or smaller/shorter than shown on the Plans shall be considered incidental to the unit Contract price. Included in the per each unit price is furnishing and installing all materials including logs, timber pile, racking, slash, chain, clamps, and any other materials referenced in the Plans not included in other bid tab items.

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“Floodplain Roughness Triangular ELJ”, per each.

The per each unit Contract price “Floodplain Roughness Triangular ELJ”, shall include all costs incurred for furnishing and installing all materials shown per the Project Plans. ELJs shall be approved by the Engineer and/or Owner. Temporary excavation associated with clearing a level working area, excavating to the structure bottom elevation, staging and stockpiling of excavated alluvium, placing logs, racking and slash and backfilling structure with excavated alluvium, making structural connections as shown on the Project Plans, finished grading of ELJ including of constructing ELJ tails and gravel bars in the lee of the structure, including mixing of slash and alluvium, etc. are incidental to the per each cost. This bid item shall include all costs incurred for acquiring, transporting, staging of timber piles as well as installing piles into ELJs as shown on the Project Plans and/or as directed by the Engineer as well as for mobilizing pile installation equipment. Costs associated with removal and re-installation of timber piles and any banding, driving cap, collars, shaping the timber pile top and/or installation of driving shoes as needed shall be considered incidental to this bid item. Replacement of broken timber pile(s) with a new timber pile(s) shall be considered incidental to this bid item. Installing materials longer and/or larger or smaller/shorter than shown on the Plans shall be considered incidental to the unit Contract price. Included in the per each unit price is furnishing and installing all materials including logs, timber pile, racking, slash, rock collars, cables, clamps, and any other materials referenced in the Plans not included in other bid tab items.

“Timber Complex ELJ – Optional Additive”, per each.

“Timber Complex ELJ” is an optional additive bid item that may be constructed with the project and construction of this bid item will be determined following the bidding process.

The per each unit Contract price “Timber Complex ELJ – Optional Additive”, shall include all costs incurred for furnishing and installing all materials shown per the Project Plans. ELJs shall be approved by the Engineer and/or Owner. Temporary excavation associated with clearing a level working area, excavating to the structure bottom elevation, staging and stockpiling of excavated alluvium, placing logs, racking and slash and backfilling structure with excavated alluvium, making structural connections as shown on the Project Plans, finished grading of ELJ including of constructing ELJ tails and gravel bars in the lee of the structure, including mixing of slash and alluvium, etc. are incidental to the per each cost. This bid item shall include all costs incurred for acquiring, transporting, staging of timber piles as well as installing piles into ELJs as shown on the Project Plans and/or as directed by the Engineer as well as for mobilizing pile installation equipment. Costs associated with removal and re-installation of timber piles and any banding, driving cap, collars, shaping the timber pile top and/or installation of driving shoes as needed shall be considered incidental to this bid item. Replacement of broken timber pile(s) with a new timber pile(s) shall be considered incidental to this bid item. Installing materials longer and/or larger or smaller/shorter than shown on the Plans shall be considered incidental to the unit Contract price. Included in the per each unit price is furnishing and installing all materials including logs, timber pile, racking, slash, rock collars, cable, clamps, and any other materials referenced in the Plans not included in other bid tab items.

“Type 1 Setback Revetment ELJ”, per each.

The per each unit Contract price “Type 1 Setback Revetment ELJ”, shall include all costs incurred for furnishing and installing all materials shown per the Project Plans. ELJs shall be approved by the Engineer and/or Owner. Temporary excavation associated with clearing a level working area, excavating to the structure bottom elevation, staging and stockpiling of excavated alluvium, placing logs, racking and slash and backfilling structure with excavated alluvium, making structural connections as shown on the Project

Plans, finished grading of ELJ including of constructing ELJ tails and gravel bars in the lee of the structure, including mixing of slash and alluvium, etc. are incidental to the per each cost. This bid item shall include all costs incurred for acquiring, transporting, staging of timber piles as well as installing piles into ELJs as shown on the Project Plans and/or as directed by the Engineer as well as for mobilizing pile installation equipment. Costs associated with removal and re-installation of timber piles and any banding, driving cap, collars, shaping the timber pile top and/or installation of driving shoes as needed shall be considered incidental to this bid item. Replacement of broken timber pile(s) with a new timber pile(s) shall be considered incidental to this bid item. Installing materials longer and/or larger or smaller/shorter than shown on the Plans shall be considered incidental to the unit Contract price. Included in the per each unit price is furnishing and installing all materials including logs, timber pile, racking, slash, rock collars, cable, clamps, and any other materials referenced in the Plans not included in other bid tab items.

"Type 2 Setback Revetment ELJ", per each.

The per each unit Contract price "Type 1 Setback Revetment ELJ", shall include all costs incurred for furnishing and installing all materials shown per the Project Plans. ELJs shall be approved by the Engineer and/or Owner. Temporary excavation associated with clearing a level working area, excavating to the structure bottom elevation, staging and stockpiling of excavated alluvium, placing logs, racking and slash and backfilling structure with excavated alluvium, making structural connections as shown on the Project Plans, finished grading of ELJ including of constructing ELJ tails and gravel bars in the lee of the structure, including mixing of slash and alluvium, etc. are incidental to the per each cost. This bid item shall include all costs incurred for acquiring, transporting, staging of timber piles as well as installing piles into ELJs as shown on the Project Plans and/or as directed by the Engineer as well as for mobilizing pile installation equipment. Costs associated with removal and re-installation of timber piles and any banding, driving cap, collars, shaping the timber pile top and/or installation of driving shoes as needed shall be considered incidental to this bid item. Replacement of broken timber pile(s) with a new timber pile(s) shall be considered incidental to this bid item. Installing materials longer and/or larger or smaller/shorter than shown on the Plans shall be considered incidental to the unit Contract price. Included in the per each unit price is furnishing and installing all materials including logs, timber pile, racking, slash, rock collars, cable, clamps, and any other materials referenced in the Plans not included in other bid tab items.

Division 9 ***Materials***

9-37 MISCELLANEOUS STREAM CONSTRUCTION MATERIALS

9-37.1 Logs for Stream Construction

All logs shall be untreated, sound, not rotten, and shall not be infested with wood boring insects. Rot shall not be more than 5% of volume for any log. Logs shall be No. 4 sawmill grade or better in accordance with the Official Rules of the Pacific Rim Log Scaling and Grading Bureau, Inc, Lacey WA. Certification of log grades will not be required but may be done if poor quality logs are encountered. Split trunks are not allowed. Waterlogged logs will also be accepted. Frame logs may have a curvature of up to 0.2-feet per 10-feet of length.

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Logs shall be Douglas fir, Western Red Cedar or Western Hemlock - listed in the order of species preference. Diameter of each log shall be as indicated in the Contract Plans and shall be diameter at breast height (DBH) of the log when delivered to the site as measured without bark. Length of each log shall be as shown in the Contract Plans. The logs shall be free of breaks. Logs shall be cleaned of loose soil along the bole length prior to installation. Roots do not have to be cleaned of loose soil prior to installation. However, inorganic material shall not exceed 10% of the log by weight or volume and shall not contain silt or clay which causes turbidity when placed in water.

Log diameters must be within 2" of the specified log diameters shown on the Project Plans and shall meet the specified log diameter and tolerance without including bark thickness.

Length of each log shall be as shown in the Contract Plans and such that the minimum length of burial will be achieved. Logs shall taper no more than 1" diameter per 10 ft of length. Any logs found to be defective or varying from these specifications shall be removed from the site and replaced at no cost to the Owner.

For logs that have rootwads, the minimum rootwad diameter shall be 5-ft. The rootwad diameter shall be measured with the tree on its side and the measurement from the ground to the top of the continuous rootwad (excludes root segments less than 3" that protrude beyond the average circumference of the rootwad. Roots of rootwad logs shall be evenly distributed around the bole such that there is no more than a 1-ft variation in length of major roots as measured from the center of the bole. Diameter of major roots shall be at least 3" as measured at the specified diameter. Sufficient number and diameter of major roots shall exist such that the root wad can be set on the ground in any orientation and maintain the specified minimum diameter.



Figure 1. Example of where to measure rootwad diameter.

9-37.2 Slash

Slash shall consist of dense vegetative debris from conifer tree species including, but not limited to, small trees, blasted or pushed-out stumps, chunks, broken tops, limbs, branches, brush or saplings. Slash shall be any native conifer species. Length of individual pieces of slash may vary between 5-10 ft, with 50% of the material at a length of 6 ft or longer. Thickness of slash pieces as measured at the butt (larger) end may vary from 3/4" – 4" diameter, with 55% of the pieces between 2" – 3" diameter as noted in the table below. Slash shall be compacted during installation to ensure that voids no larger than 3" exist within the compacted slash layer. A compacted cubic yard of slash must weigh approximately 570 lbs per CY.

Table 1. Slash composition

Distribution	Diameter
30%	¾" – 2"
55%	2" – 3"
15%	3" – 6"



Figure 2. Photo example of acceptable slash.

9-37.3 Racking

Racking for ELJs shall be furnished by the Contractor, from the Owner's stockpile, or generated from on-site clearing within the approved clearing limits. All logs shall be untreated, sound, not rotten, and shall not be infested with wood boring insects. Rot shall not be more than 5% of volume for any log. Split trunks are not allowed. Waterlogged logs will also be accepted.

Logs shall be Western Red Cedar, Douglas fir, or Western Hemlock, red alder, Big Leaf Maple, or Cottonwood- listed in the order of species preference. Racking logs shall be between 6 and 12 inch in diameter, with 50% of the pieces being greater than 8". Length of individual pieces of racking may vary between 30-50 ft. At least 20 percent of the racking logs shall have rootwads attached. Trees generated on site during construction may be used as Racking Logs as approved by the Engineer.

Table 2. Racking composition

Distribution	Diameter
30%	6-8"
50%	8-10"
20%	10-12"

9-37.4 Timber Pile

Timber piles shall be Douglas fir turned wooden piles without bark, untreated, peeled and taper no more than 1" per 10 ft of length; smaller taper is acceptable. Taper shall be measured at least 20 ft from the butt. Timber Piles shall comply with ASTM D25 "Standard Specification for Round Timber Piles", be unused, clean peeled, uniformly tapered, one piece from butt to tip. Timber piles dimensions shall meet the requirements shown on the Project Plans for each wood structure type.

Piles shall have design bending stress capacity, F_b , equal to or greater than 2,050 pounds per square inch (psi) as graded per ASTM D3200

Holes may be allowed less than ½ inch in average diameter, provided the sum of the average diameter of all holes in any square foot do not exceed 1 ½ inches. Splits shall be no longer than the pile's butt diameter. All of the outer bark and at least 80% of the inner bark shall be removed by peeling. The pile shall be sufficiently straight such that a straight line drawn from the center of the butt to the center of the tip shall lie entirely within the body of the pile.

The installation method for timber piles shall be specified in the contractor submittal per the Instream Construction Plan under Section 8-30.3(7). The Contractor shall minimize damage to timber piles during installation. For example, if impact driving is proposed, collars shall be used to protect piles from splitting per the pile driving equipment manufacturer recommendations. If necessary, to protect the pile from damage during driving, equip the top of the pile with a driving cap of a size and type that serves the purpose, per the pile driving equipment manufacturer recommendations.

Steel tips (driving shoes) may be added to the pile by the contractor as needed to ensure penetration of the pile to design depth.

9-37.5 Rock Collars

Rock Collars shall be constructed of the boulder sizes and materials as shown on the Project Plans. 5/8" non-galvanized wire rope used for the rock collars shall be 5/8" wire rope with a breaking strength of at least 33,000 lbs. Expoy used to secure the non-galvanized wire rope to the boulders shall be connected to the boulders with Hilti HIT-RE 500 Adhesive, or approved equal with minimum strength of 2,000 lbs/sq in.

Existing stockpiled boulders are available on site that may be used in the construction of the rock collars provided they meet the requirements stated on the Project Plans and in these Special Provisions. Boulders stockpiles during the removal of existing bank riprap may also be used in the construction of the rock collars provided they meet the requirements stated on the Project Plans and in these Special Provisions.

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The Contractor shall obtain approval in the field from the Engineer to accept use of any existing boulders in the construction of the rock collars.

9-37.6 Chain

Chain material and connecting hardware identified in Project Plans for rock collars shall be 3/8" diameter grade 70 steel chain with minimum working load limit of 4,500 lbs and connection hardware shown in the Contract Plans

Appendices and Attachments

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

APPENDICIES:

Project permits (i.e. Hydraulic Project Approval, Nationwide Permit 14) are in process from permitting agencies and are anticipated to be issued before construction. When received, permits will be added here as appendices and an addendum will be issued accordingly. Contractor is responsible for receiving all addendums and reviewing permit conditions. Notice to proceed will not be provided until permits are received and the project plans have been vetted against all permit conditions.

ATTACHMENTS:

- A. Benefit Code Key
- B. State Wage Rates
- C. Supplemental To Wage Rates
- D. WDFW Construction Schedule
- E. WDFW Construction Plans