

Bid Proposal, Contract and Technical Specifications for:

Skookum Creek RM 6.5 - Restoration

RCO Project # 20-1090



Project Manager/Owner

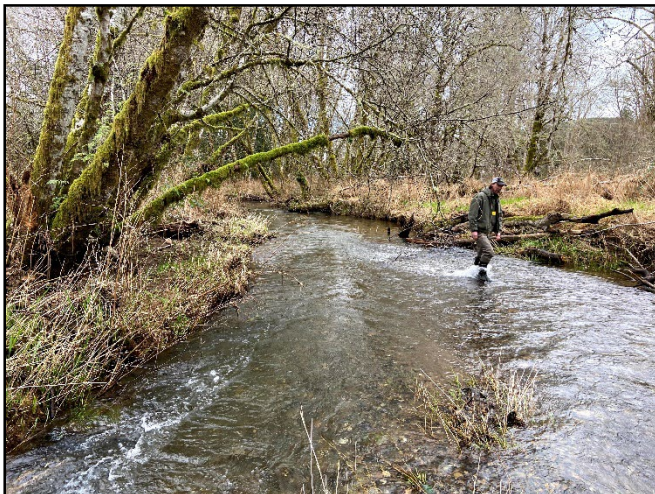
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January 2024

For information, contact the Project Manager

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BID PROPOSAL AND CONTRACT REQUIREMENTS

Request for Proposals

Project Title: **Skookum Creek RM 6.5 Restoration Project**

Project Sponsor: South Puget Sound Salmon Enhancement Group (**SPSSEG**)

Project Manager: **Brian Combs**

Bid proposals for the Skookum Creek RM 6.5 project shall be received via email or at the offices of the SPSSEG, 6700 Martin Way E, Suite 112, Olympia, WA 98516 until **February 28th at 1:00 p.m. (PST)**. Proposals received after this date/time will not be considered.

This is a Prevailing Wage Contract. This is a Prevailing Wage project. Bidders on this work will be required to comply with Executive Order 11246 (Equal Employment Opportunity), the Davis-Bacon Act, the Copeland (Anti-Kickback) Act, the Contract Work Hours and Safety Standards Act, as explained in the Contract Documents, and all applicable state and local laws and regulations.

Description of Project

This project includes the placement of large woody debris to restore salmon habitat on 1400 feet of Skookum Creek in Mason County. Details include the excavation of a side channel, excavation of a small tributary, and wood placement in three forms (loose wood (20 pieces), large woody debris (LWD) complexity structure (5 total) and large woody debris trapping structures (3 total). Access to the site is through a rental home and crossing a bridge.

Plans, Specifications, and other pertinent information are provided as an attachment to this bid announcement, additional copies can be provided upon request. SPSSEG will be responsible for obtaining environmental permits; contractor must comply with all permit requirements.

Estimated price: \$ 230,000

Proposed Project Schedule

Announcement	2/6/2024
Pre-bid meeting on site	2/21/2024
Bids due	2/28/2024
Contract Awarded	3/01/2024
Project Start	7/16/2024
Project Complete	9/15/2024

Project Location

See Drawings for project location.

The site is located off of Highway 108 about 5 miles from Highway 101.

The site is on property owned by the Squaxin Island Tribe and is occupied by a tenant; the site is not open to the public or contractors.

All site visits must be coordinated with and authorized by the project manager.

Site Visit

All prospective bidders shall contact the Project Manager prior to a site visit. A mandatory, pre-bid job show will occur on the date listed above in the schedule. The site is occupied by a tenant and all site visits must be scheduled with the project manager.

Submission of Proposals

The following items are required for a proposal to be considered responsive:

- A. Complete all parts of the attached BID PROPOSAL form including the SCHEDULE OF QUANTITIES (cost proposal), LIST OF SUBCONTRACTORS, and STATEMENT OF QUALIFICATIONS. The bid will be considered responsive only if the Bid Proposal form is entirely completed.
- B. It is required that a representative of the Contractor visit the site as described above.
- C. Review the Plans and Special Provisions.
- D. Submit bids to SPSSEG, no later than date and time in Proposed Schedule.

BID PROPOSAL

Bidder

Name

Address

For the construction of the **Skookum Creek RM 6.5 Restoration**: hereinafter referred to as the **Project**.

To:

Project Manager

Brian Combs

South Puget Sound Salmon Enhancement Group
6700 Martin Way E, Suite 112, Olympia, WA 98516

(360)-951-4661

brianc@spsseq.org

We, the undersigned, having examined the Invitation to Bidders and the Contract Documents for the construction of the Work, and having investigated the site of the Project, offer to construct and complete the Work in conformity with said documents, and enter into an agreement according to the form hereto attached, in consideration of the sum arrived at by the proper extension of units of work shown in the following Schedule of Quantities, or such sum as may be ascertained in accordance with said documents.

We acknowledge receipt, understanding and full consideration of Addenda Number(s)

_____, issued prior to the date for receipt of bids (blank or "NA" if no addenda have been issued).

Signature

SCHEDULE OF QUANTITIES – SKOOKUM CREEK RM 6.5 RESTORATION

Item No.	Description	Division	Approx. Quantity	Unit of Measure	Unit Price	Bid Amount
1	Mobilization	1-09	1	L.S.	N/A	\$
2	Erosion and Water Pollution Control	8-01	1	L.S.	N/A	\$
3	Access		1	L.S.	N/A	\$
4	Bank Armor Removal	2-02	80	C.Y.	\$	\$
5	Side Channel Excavation	2-09	70	C.Y.	\$	\$
6	Tributary Excavation	2-09	60	C.Y.	\$	\$
7	Loose Wood Placement	8-27	20	ea.	\$	\$
8	LWD Complexity Structures	8-27	6	ea.	\$	\$
9	LWD Trapping Structures	8-27	3	ea.	\$	\$
18	Site Restoration	8-28	1	L.S.	N/A	\$
					Base Bid	
					No Sales Tax	
					8.50% Sales Tax	
					Total Bid (Sales Tax + Base Bid)	

Statement of Qualifications

The Contractor should submit a statement of qualifications which addresses the following elements:

Element 1: Examples and references for at least three completed stream restoration projects in the last five years which demonstrate the ability to work within permit guidelines for “in water work” which includes de-watering, diversions, pumping and cofferdams.

Element 2: Examples and references for at least three projects completed which involved the placement of large woody debris as loose wood and engineered log jams.

LIST OF SUBCONTRACTORS

(See Section 1-02.6 of Amendments to the Standard Specification)

For each category of work in this project, the bidder shall identify the category of any work expected and the Subcontractor performing it. Failure to list Subcontractors shall render the bid NONRESPONSIVE.

PROJECT NAME: **Skookum Creek RM 6.5 Restoration**

Firm Name and Address	Type of Work
1. Subcontractor	
2. Subcontractor	
3. Subcontractor	
4. Subcontractor	
5. Subcontractor	
6. Subcontractor	

**LIST OF SIMILAR PROJECTS COMPLETED BY CONTRACTOR (USE
ADDITIONAL SHEET IF NECESSARY)**

Contact Name & Phone No.	Description of Work	Date Complete	Cost

Should this bid be accepted, we agree to appear at the office of the SPSSEG within ten (10) calendar days from the date of the Notice of Acceptance and return the signed contract (3 copies) and to provide the Performance Bond and Certificate(s) of Insurance.

We agree to begin work no later than _____ and to proceed so as to complete the project no later than _____.

DATED this ____ day of _____ 2024, at _____, Washington.

ADDRESS OF BIDDER
(Principal Place of Business)

Firm Name

By _____
Signature

Printed Name and Title

Telephone _____

Fax # _____

If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

Contractor's State Registration Number _____

State Industrial Insurance Number _____

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this ___ day of _____, 2024, shall be the agreed basis of performing the following work by and between SPSSEG, hereinafter referred to as the Owner, and

Telephone _____ Fax _____

hereinafter referred to as the Contractor.

WITNESSETH: Whereas the parties hereto have mutually covenanted and by these presents do covenant and agree with each other as follows:

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship like manner the work called for in the contract documents entitled:

Project Name: **Skookum Creek RM 6.5 Restoration**

SECOND: Time of Completion: The work to be performed under this contract shall commence as soon as the Contractor has been officially notified to proceed and shall be **substantially complete by 09/30/24.**

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may charge actual costs to the Contract for any time over the agreed to completion date where work remains uncompleted, which sum is agreed upon as the liquidated damages which the Owner will sustain in case of the failure of the Contractor to complete the work in the time stipulated and this sum is not to be construed as in any sense a penalty.

THIRD: In consideration of the Performance of the Work, herein contained on the part of the Contractor, the Owner hereby agrees to pay the Contractor for said work completed according to the Contract Documents, the sum of \$_____ plus _0_% State Sales Tax consisting of the following:

BASE BID and TOTAL CONTRACT AMOUNT \$_____

FOURTH: The unit prices are hereby accepted as per the SCHEDULE OF QUANTITIES.

FIFTH: The Contractor agrees to hold harmless the landowner from any liability associated from injuries or damages occurring to workers implementing the project. Contractor shall waive the immunity provided to them under Washington Industrial Insurance Act for injured workers to the extent that damages or claims are asserted by the contractor's workers against SPSSEG and their agents and employees. Contractor will defend, indemnify, and hold harmless SPSSEG to the extent that contractor's workers assert damages or claims against SPSSEG and their agents and employees. By executing this agreement, the Contractor has duly considered and accepted this condition.

SIXTH: Contractor shall have commercial general liability insurance as stated in the specifications. The venue for any legal action related or indirectly related to the project will be Mason County Superior Court.

The unit prices shall be utilized for any additive and deductive work within 20% of the TOTAL BID. The unit price shall provide the contractor with full compensation for the cost of labor, materials, equipment, overhead, profit and any additional costs associated with the unit bid.

IN WITNESS WHEREOF: SPSSEG has caused this Contract to be subscribed in its behalf and the said Contractor has signed this Contract the day and year first above written.

Contractor:

Project Sponsor/Owner:
SPSSEG

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Washington State Contractor's
License No. _____

Federal Tax Id. No. _____

UBI. NO. _____

AMENDMENTS AND SPECIAL CONDITIONS

INTRODUCTION

The Project shall be constructed in accordance with the *Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction Most Current Version* (WSDOT Standard Specifications) including revisions in following AMENDMENTS TO THE SPECIAL CONDITIONS. Additional specifications in the following sections describe items not covered by the WSDOT Standard Specifications.

GENERAL REQUIREMENTS AND AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references, which do not apply to this project.

DIVISION 1 - GENERAL REQUIREMENTS

PART 1 –1-01 DEFINITIONS AND TERMS - LOCAL AGENCY

The following substitution of words shall prevail in the Standard Specifications:

Wherever the word "State" is used, it shall mean Owner.

Wherever the words "Department" or "Department of Transportation" are used, they shall mean Owner.

Wherever the words "Transportation Commission" are used, they shall mean the Board for the Owner.

Wherever the words "Secretary" or "Secretary of Transportation" are used, they shall mean the Director of the Board the Owner.

Wherever the words "State Treasurer" are used, they shall mean the Owner Accountant.

Wherever the words "State Auditor" are used, they shall mean the Owner Auditor.

Wherever the words "Motor Vehicle Fund" are used, they shall mean the Owner Project Fund.

Wherever, in the Contract, the specifications and other Contract documents, the following words and terms or pronouns in place of them are used, the meaning will be construed as follows:

Board, Board of Directors: The elective body having authority over the Owner's matters as provided by law.

Department, Public Works Department: The agent of the Board of Directors for the Owner for the administration of project work; the Executive Director.

County Road Engineer: The Project Engineer for the SPSSEG and such agents as are authorized to act on his behalf.

Engineer: The Project Engineer, acting directly or through his duly authorized representative.

Project Manager: SPSSEG, acting directly for the Owner and Sponsor.

Laboratory: The laboratory designated by the Project Engineer.

Item of Work: For the purpose of this project, an item of work shall be considered a unit of work. Payment will be made for actual work performed at Unit Contract Price for completed units of work.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1(Prequalification of Bidders)

This section is revised to read:

A list of similar projects previously completed by Bidder, including contact person with their telephone number, and date project was completed, shall be included in the List of Similar Projects section. Contractor is required to have successfully performed three (3) projects of similar scope within the last Five (5) years, including at least one project totaling at least \$50,000.

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

- Work involving permit requirements per 1-07.5 "Fish and Wildlife and Ecology regulations" and 1-07.6 "Permits and Licenses" through WDFW, USFWS, ACOE, and WADOE including permits such as a 401, 404, HPA.

- Large volume excavation (over 1,000 Cubic Yards), segregation, sorting, and handling of gravels and soil
- Work area isolation - diversion of water around work area for fish exclusion and protection of E.S.A. listed species.
- Water management through dewatering and temporary erosion control measures around streams

CONTRACTOR is required to staff project with job foreman/superintendent and excavator operator with minimum experience as follows:

1. Three years' experience with similar project work.
2. Three projects within five years greater than \$50,000
3. Three stream restoration projects (can be the same as #2)
4. Be able to demonstrate in the above projects how they were dewatered, and water kept out of the construction area.

1-02.2 Plans and Specifications

This section is revised to read:

Project Manager shall provide one copy of each Contract document (Contract Form, Specifications, Bid Forms and Plans) to Contractor for project bidding purposes. After Contract award, Owner shall supply Contractor with enough plans and contract documents for construction. Contractor shall make all other copies of Contract documents needed for completion of Contractor's work.

1-02.3 Estimated Quantities

Include as written.

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

1-02.4(1) General

This section is supplemented with the following:

All prospective bidders are required to visit the site prior to bidding. The Project Manager must be contacted for the site visit.

1-02.4(2) Subsurface Information

Include as written.

1-02.5 Proposal Forms (Bid Forms)

Include as written.

1-02.9 Delivery of Proposal

This section is revised to read:

1. Each proposal shall be submitted by one of the following methods:
 - a) Delivered to the Owner's office in a sealed envelope with the name of the project and Contractor on the outside.
 - b) As a PDF Via email to the Owner.
2. Prior to the bid opening, The Owner's representative will designate the official bid clock.
3. Any part of the bid proposal or bid modification not received prior to the time specified, per the designated bid clock, will not be considered and the bid will be returned to the bidder unopened.
4. People with disabilities who wish to request special accommodation, (e.g., sign language interpreters, Braille, etc.) need to contact the Owner two (2) working days prior to the scheduled bid opening.

1-02.10 Withdrawal or Revision of Proposal

Include as written.

1-02.11(Combination and Multiple Proposals) is deleted.

1-02.12 Public Opening of Proposals

This section is supplemented with the following:

After the Bid Opening, Bidders may obtain bid results from the Project Manager.

1-02.14 Disqualification of Bidders

Include as written.

1-02.16 Bid Amounts

This section is added:

The Bidder agrees to hold the base bid prices for forty-five (45) days from date of bid opening.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

This section is supplemented with the following:

The low bidder, for the purposes of evaluating bids and award, shall be the lowest responsive Bidder offering the lowest aggregate amount of the BASE BIDS,

represented as the Total Bid on the Bid Form. A “NO BID” or “\$0” bid entered in the bid summary above for either of the Base Bids will result in disqualification of the bid. For the purposes of awarding this Contract, the Contract will be awarded to the lowest responsive Bidder meeting the qualification criteria in set forth in Section 1-02.1 of these Special Provisions. In addition, the Contracting Agency reserves the right to award the contract amount based on any or all of the bid items listed to restrict the contract amount to the funds available, and to reject any or all bids for any reason whatsoever and waive formalities as the interest of may be required.

1-03.3 Execution of Contract

This section is revised to read:

The bidder will return to the Owner a signed contract, insurance certificate(s) and bonds within ten (10) days after receipt of contract. If the apparent successful bidder fails to sign all contractual documents or provide the bond and insurance as required or return the documents within ten days after receipt of the contract, the Owner may terminate the award of the contract or award to the next bidder.

1-03.4 Contract Bond

Include as written

1-04 SCOPE OF WORK

1-04.4 Changes

This section is supplemented with the following:

If Owner desires to order a change in the Work, it may request a written Change Order proposal from Contractor. If the Contractor desires to order a change in the Work they shall inform the Owner of the intent and submit a Change Order proposal.

1. Due to the short and critical duration of this type of project, Contractor shall submit a Change Order proposal within 24 hours of the request from Owner, or within such other period as mutually agreed.
2. Contractor’s Change Order proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in Work.
3. Upon receipt of the Change Order proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with the Contractor.

4. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.
5. If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall reflect full payment and final settlement of all claims for time and for direct, indirect and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.
6. A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to the Owner within 24 hours of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have knowledge of the event giving rise to the request. If the Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify the Owner and begin to keep and maintain complete, accurate and specific daily records. Contractor shall give the Owner access to any such records and, if requested, shall promptly furnish copies of such records to Owner.
7. Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 24 hours before Contractor's written notice to the Owner. The written notice shall set forth, at a minimum, a description of:
8. The event giving rise to the request for an equitable adjustment in the Contract Sum.
 - a. The nature of the impacts to Contractor and Subcontractors, if any; and,
 - b. To the extent possible, the amount of the adjustment in Contract Sum requested.
9. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.
10. When the request for compensation relates to a delay or other change in Contract Time, Contractor shall demonstrate the impact on the critical path of the schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event:

- a. Had specific impact on the critical path and, except in case of concurrent delay, was the sole cause of such impact; and
- b. Could not have been avoided by re-sequencing of the Work or other reasonable alternatives.

1-05 CONTROL OF WORK

1-05.1 and **1-05.2** Authority of the Engineer, Project Manager, Assistants, and Inspectors

Include as written.

1-05.3 Plans and Working Drawings

This section is supplemented with the following:

Not later than 14 days prior to the scheduled start of construction, the Contractor shall submit a written Construction Work Plan. No physical work is to be performed at the site until the Construction Work Plan is reviewed and approved by the Project Manager and Landowner. It should include:

1. A list of construction personnel and the supervisory chain of responsibility.
2. Proposed construction schedule

1-05.4 Conformity With and Deviation from Plans and Specifications

This section is supplemented with Special Condition 1-14.

1-05.6 through 1-05.15 Inspection of Work and Materials to Method of Serving Notices

Include as written.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be observed.

Supplement with the following:

The residence and portions of the property is occupied by a tenant. The tenant's rights to ingress/egress and occupancy of the property shall not be diminished as a result of project activities. The Contractor shall provide weekly access and staging plans to be reviewed and approved by the Owner and Tenant which at a minimum shall include a site tenant safety plan, access plan, daily work hours, and a contact sheet listing all personnel with authority over control of the work site. Work hours shall be limited to daylight hours and as mutually agreed upon by the Contractor, Owner, and Tenant.

1-07.2 State Taxes

Amend as follows:

The project is eligible for the Department of Revenue's Tax exemption for sales to Tribes. Sales tax will not be charged or collected for any labor or materials associated with this project. The owner will provide supporting documentation to each contractor or supplier providing goods or services to the project including a letter from the Squaxin Island Tribe and the Department of Revenue exemption form. All other taxes imposed by law shall be included in the bid amount.

1-07.5 Fish and Wildlife and Ecology Regulations

1-07.5(1) General

This section is supplemented with the following:

Contractor is responsible for meeting all permit requirements.
An HPA permit for the project is pending.
A NWP 27 permit has been issued.

This specification describes requirements originating from the Washington Department of Fish and Wildlife (WDFW), U.S. Fish & Wildlife Service (USFWS) and U.S. Army Corps of Engineers (ACOE) whose collective responsibility in this case is to make sure aquatic resources and fish communities are adequately protected during construction projects.

The contractor is advised that many of the requirements for protection of fish life, water quality, etc., are shown on drawings, described in Division 8. Some other agency requirements are reflected in specifications and/or drawings related to site clearing, excavation limits, re-vegetation, etc.

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

This section is supplemented with the following:

1. Prepare a Spill Prevention Plan. Oil absorbent pads and personnel trained in spill prevention and control will be on site during all heavy equipment operations.
2. Inspect heavy equipment at least daily for any leaks of petroleum products. Repair as needed.
3. Heavy equipment needs to be pressure washed to be visibly free of all soil before shipping to the project site.

1-07.6 Permits and Licenses

This section is supplemented with the following:

The Project Manager shall be responsible for obtaining all environmental permits required for construction, excluding business licenses and permits required for the Contractor's business. The Contractor shall be given a copy of the HPA and any other applicable permits. The Contractor shall always comply with all permit requirements and keep a copy of the permits on site.

1-07.8 High Visibility Apparel

First paragraph is modified to read:

The Contractor shall require all personnel at the work site under their control (including Subcontractors and lower tier subcontractors) and working outside of vehicles and potentially in presence of traffic on private or public roads, to comply with the following:

Remaining paragraphs as written.

1-07.9 Wages

Include as written.

1-07.16 Protection and Restoration of Property

Include as written.

1-07.17 Utilities and Similar Facilities

Include as written.

1-07.18 Public Liability and Property Damage Insurance

Include this section as written, except replace "State of Washington" or "State" with SPSSEG (as a named or additional insured).

1-07.19 through 1-07.27 Gratuities to No Waiver of State's Legal Rights

Include as written.

1-07.7(2) Load Limit Restrictions

Include as written.

1-08 PROSECUTION AND PROGRESS

1-08.5 Times for Completion

This section is revised to read:

The Contractor shall accomplish all work by approved end dates provided in the permits or by September 15th, 2024, whichever is earlier.

Preparatory work such as delivery of materials to the site may start as soon as the contract is signed, as approved by the Project Manager.

1-08.6 through 1-08.8 Suspension of Work to Extensions of Time

Include as written.

1-08.9 Liquidated Damages

Include as written.

1-08.10 Termination of Contract

Include as written.

1-09 MEASUREMENT AND PAYMENT

Include as written and add the following:

All volume measurements listed on the Bid Form are based on “neat-line” AutoCAD calculations, and the contractor needs to consider that some materials have a high in-place density or shall be compacted. On-site excavation of soils will result in “swell” of the excavated materials and the Contractor’s count of “haul” (to on-site stockpiles and or disposal) may exceed the Bid Form quantity by 20%.

Materials to be hauled and compacted on site may exceed the Bid Form amounts by 20%. For all excavation and backfill of native soils the contractor shall assume that the haul may exceed the list quantity by up to 20%.

1-09.7 Mobilization

Include as written.

1-11 SAFETY PRECAUTIONS

This section is added:

1. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the work.
2. In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the work and other persons who may be affected by the work; prevent damage to materials, supplies and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with chapter 296-800 WAC and all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the work may affect them.
3. Contractor shall maintain an accurate record of exposure data on all incidents relating to the work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies or equipment. Contractor shall immediately report any

such incident to Owner and appropriate jurisdictions. The Owner shall, always, have a right of access to all records of exposure.

4. All work shall be performed with due regard for the safety of the public. Contractor shall perform the work to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
5. In an emergency affecting the safety of life or the work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if authorized or instructed.
6. Nothing provided in this section shall be construed as imposing any duty upon the Owner with regard to, or as constituting any express or implied assumption of control or responsibility over, project site safety, or over any other safety conditions relation to employees or agents of the Contractor or any of its Subcontractors, or the public.

1-13 TEMPORARY UTILITIES

Include as written:

1-14 STAKING

This section is added:

1. The Engineer will furnish all primary control and establish control coordinates for locating the principal components of the Work with a suitable number of benchmarks and control points adjacent to the Work.
2. The Contractor will develop and make all detailed surveys needed for construction of the work involved. The Contractor shall be held responsible for the preservation of all primary and other control coordinate staking.
3. The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes and grades necessary for the construction of this project.
4. The Contractor shall provide the Engineer with copies of any calculations and staking data when requested by the Engineer.
5. The Contractor shall ensure a surveying accuracy within 0.1 feet vertical and horizontal of the specified elevations.

Documents Included:

- A. Advertisement for Bids
- B. Bid Form
- C. Drawings & Specifications
- D. Applicable Permits

Bonds and Insurance Required:

- A. A Contract Bond (Performance Bond) will be required for this project (Sec. 1-03.4)
- B. Commercial General Liability Insurance and all other coverage as requires in Section 1-07.18.

The Contractor is to furnish the Sponsor with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract.

DIVISION 2 – EARTHWORK

2-02 REMOVAL OF STRUCTURES

2-02.1 Description

This section is supplemented with the following:

This item includes removal of riprap and concrete along the stream bank as shown on the plans.

2-02.3 Construction Requirements

This section is supplemented with the following:

1. Riprap and concrete and steel shall be removed and hauled off site. The contractor shall be careful not to over excavate the site. Unsuitable material shall be hauled from the site at the contractor's expense.

2-02.4 Measurement

This item will be measured based on the lines and grades shown on the plans.

2-02.5 Payment

Payment will be made in accordance with Section 1-04.1, for the following Bid items:

Bank Armor Removal

2-09 STRUCTURAL EXCAVATION

2-09.1 Description

This section is supplemented with the following:

This item includes excavation and disposal of fill for creation of a side channel and the lowering of a section of tributary stream. This item also includes clearing and grubbing associated with the removal.

2-09.3 Construction Requirements

This section is supplemented with the following:

2. Fill shall be removed and spoiled on site at a location to be determined by the Project Manager. Some of the material will be very wet, silty fines and clay. The contractor shall be careful not to over excavate the site. Unsuitable material shall be hauled from the site at the contractor's expense. Suitable material shall be graded to match existing contours and seeded and covered with straw mulch.

3. During the channel excavation the Engineer shall be informed immediately if bedrock is encountered.
4. Trees and Large Woody Debris encountered during the fill removal shall be kept on site and used as mulch for restoring haul roads or placed as directed by the Owner. Larger trees (greater than 12" diameter) shall be removed with rootwad intact, the stem cut to a length of 25 feet, and the piece placed in the channel downstream as directed by the project manager. For bidding purposes assume 5 trees at each site.

2-09.4 Measurement

This item will be measured based on the lines and grades shown on the plans.

2-09.5 Payment

Payment will be made in accordance with Section 1-04.1, for the following Bid items:

Side Channel Excavation
Tributary Excavation

DIVISION 8 – MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

This section is supplemented with the following:

All work must be isolated from the flowing water. Clean seepage water may be pumped back into the creek. Seepage water contaminated with sediment from the construction must be pumped off site and allowed to infiltrate or into a construction filter bag.

Install sandbag cofferdams adjacent to the work areas to isolate the work area from the flowing water. Install two fish screens upstream and downstream of the project site. Once work area is isolated, fish must be removed.

8-01.3(1) General

This section supplemented with the following:

The Contractor shall be aware of the potential for erosion, and silt entrained from newly excavated surfaces. The Contractor shall control the potential for erosion of materials from freshly exposed excavated surfaces.

In anticipation of rain events, the Contractor shall be prepared to place BMPs with Project Managers approval. It is the Contractor's responsibility to install and maintain BMPs as necessary to prevent siltation and comply with all applicable permit regulations for surface water quality standards.

Erosion and sediment control BMPs to be used shall be as described in “The Stormwater Management Manual for Western Washington”.

8-01.3(1) Water Management

This section is modified as follows:

In performing work near the water, the Contractor shall pay attention to the conditions of issued permits and authorizations requiring the minimization of turbidity and siltation and adherence to water quality requirements.

All work shall be scheduled and performed in a manor appropriate with the conditions of the HPA.

All excavation shall be done “in the dry,” meaning that no excavation shall occur where groundwater is within one foot of vertical elevation measured below the excavation.

The Contractor shall clean up each portion of the site immediately after construction is completed in that area. Cleanup shall follow 1-04.11 Final Cleanup. In addition, any disturbed surfaces shall be restored.

8-01.4 Measurement

No unit of measurement will apply to “Erosion and Water Pollution Control.”

8-01.5 Payment

Payment will be made for “Erosion and Water Pollution Control” as per the bid list. The lump sum payment shall be full compensation for all installing, monitoring, maintaining and removing all water control features.

Erosion and Water Pollution Control

8-27 LARGE WOODY DEBRIS

8-27.1 Description

This Work consists of furnishing, handling, temporary staging, and placement of all woody material and pins as required for construction as shown on the project plans. Work under this item shall consist of furnishing all material, labor, tools, and equipment necessary to install large woody debris in accordance with the Plans, Standard Specifications, and these Special Provisions. Structures shall be placed as stacked by the Contracting Officer prior to installation; however, final placement shall be verified and may be adjusted by the Contracting Officer. Logs shall be arranged, placed, and/or buried as indicated in the Plans.

8-27.2 Materials

The Contractor is solely responsible for furnishing all materials required for construction of large woody debris as shown in the Plans and described in the Special Provisions. Any materials which are determined by the Contracting Officer to not meet these requirements through either natural causes or through the Contractor's actions shall be replaced at no additional cost to the Contracting Agency.

Items	Quantity	Size and Length
Key Logs w/Rootwads	68	15 to 24" diameter, length 30 to 40'
Racking Logs	100	12 to 15" diameter, length 25 to 35'
Loose Wood	152	12" diameter, length 25 to 30'
Wood Piles	48	10" diameter, length 15'
Slash	80 yards	6" Minus Limbs and Tree Tops

8-27.2 (1) Woody Material

All logs with or without rootwads shall come from Douglas Fir or Western Red-Cedar trees which have been harvested within the past 6 months. Logs with rootwads shall have a diameter as shown on the Plans, measured at diameter at-breast height (DBH), and defined as 4.5 feet above ground when the tree was standing. Logs without rootwads shall have a diameter as shown on the Plans and measured at the diameter of the largest cut end. Diameter measurements shall not include bark. All woody material shall be free of disease, insect infestation, and rot. Waterlogged logs will not be accepted. All logs shall generally be straight and free of obvious bends, sweeps or curves, or as otherwise approved by the project manager. Rootwads shall have a diameter that is at least three times the DBH measured from the outer tips of the primary root system, determined as measuring from tip-to-tip through the centerline of the bole from roots which are large enough to support the weight of the log while resting on the ground. The length for logs with rootwads shall be measured from the cut end to the point where the primary root system stops.

Slash shall be comprised of tree tops, limbs, branches, and other woody debris with a diameter of no more than 6" inches and length of at least 3 feet.

A summary of woody material to be provided, including log types, characteristics and quantities is included in the project plans.

8-27.2 (2) Miscellaneous Material for LWD Complexity Structures

B7 threaded rod for log connections shall be one-inch nominal diameter with variable lengths as determined in the field to fit specific field conditions and log diameters. Threaded rod shall be secured in place by two appropriately sized hex-nuts on each side of the connection. The top-side bolted connection will be countersunk to a point where it is flush with the top of the log. Threads will be marred to prevent back-off of the hex-nuts.

Items	Quantity	Size and Length
1" B7 Threaded Rod (Pins) Stainless	36	1" diameter, length 3' but varies
Hex-nut/Washers Stainless	72	To fit 1" B7 threaded rod

8-27.3 Construction Requirements

Three different types of large woody debris structures are required, they include:

- 1) Loose Wood Placement – Somewhat of a random placement of wood with a combination of Key Logs, Racking Logs, Loose Wood and Slash placed on top of the streambed, some stacked, some individual.
- 2) LWD Complexity Structures - A combination of Key Logs, Racking Logs, Loose Woody, Slash and Wood Piles. Key logs are bolted to wood piles at three locations. Slash is placed on the bed, and other pieces placed on top. Some key logs are bolted together.
- 3) LWD Trapping Structures - A combination of Key Logs, Racking Logs, Loose Woody, Slash and Wood Piles for form a box like structure which has the center backfilled with excavated material from the bank. Key logs are bolted to wood piles at three locations. Slash is placed on the bed, and other pieces placed on top. Some key logs are bolted together.

8-27.3(1) Material Delivery and Staging

The Contractor shall furnish, and deliver all logs, woody material, boulders, and hardware required to the project site. Log delivery shall be coordinated with the Contracting Officer to allow for inspection and approval of all woody material. The Contracting Agency reserves the right to reject and require replacement of woody material which does not meet the requirements of these Special Provisions.

Woody material shall be staged in an area along the top bank which reduces the amount to trips across the floodplain and stream. At all times when logs are being

handled, loaded, unloaded, and placed, the Contractor shall exercise care to minimize damage to logs and rootwads. All logs with rootwads shall be handled by grasping the bole of the log; transporting or lifting logs with rootwads by grabbing the rootwad with an excavator bucket or similar equipment can damage rootwads and will not be allowed.

Note: The Contractor must notify the Contracting Officer and the Engineer at least 7 days prior to the delivery of LWD inspection prior to installation. After the channel excavation is complete the Contracting Officer or Engineer will direct the placement of the LWD.

8-27.3(2) Excavation and LWD Complexity Structure Installation

To place each LWD Complexity Structure and LWD Trapping Structures the Contractor may clear the adjacent area of vegetation as approved by the Contracting Officer. The Contractor shall make every effort to minimize vegetation disturbance and any material cleared as part of construction process shall be placed within the structure as slash material. No Work below the Ordinary High-Water Mark shall occur until the Work area has been isolated. The Contractor shall coordinate with the Contracting Agency regarding anticipated scheduling of LWD complexity structure construction with updates to the anticipated schedule provided at least weekly. Excavate as necessary to install each structure at the depths and locations indicated on the Plans. Excavated stream channel material shall temporarily be staged in an upland area adjacent to the Work area to be later used as backfill for the structure. All bank material will be exported off site by the Contractor. Contractor shall place all logs, slash, and mechanical connections as shown in the Plans.

8-27.4 Measurement

Measurement for large woody debris will be per each structure placed as shown on the project plans and as directed by the engineer. No independent unit of measurement shall apply to material and log acquisition and delivery; this is incidental to the bid items.

8-27.5 Payment

Payment shall include full pay for all labor, materials, equipment, and other incidentals required to furnish, deliver, and temporarily stage woody material required for each independent structure construction. The Contractor shall not be eligible for additional compensation if additional woody material is required to replace materials damaged due to Contractor actions. Contractor shall submit a lump sum breakdown with unit costs for each log type required as part of this bid item.

When measured per each, the unit contract price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for completing all work required for installation as described in the Plans, the Standard Specifications, and these Special Provisions which may include, but is not limited to, the following: temporarily staging logs, and slash material; hauling, and placement of any additional necessary materials as shown on the Plans; excavation and backfill associated with the installation of structures, physically placing logs and slash material, final grading for a smooth transition, and other Work that may be needed. No payment shall be made until the Contracting Officer has reviewed and approved a completed LWD complexity structure. Any deficiencies noted shall be the responsibility of the Contractor and payment will not be released until the noted deficiencies are addressed to the satisfaction of the Contracting Officer.

Loose Wood Placement
LWD Complexity Structures
LWD Trapping Structures

8-28 RESTORATION

This section is added.

8-28.1 Description

The work consists of seeding and mulching all disturbed ground surfaces, and seeding, mulching and covering with Geojute and slopes which drain directly to the stream, removing all debris from the site as directed by the project manager and cleanup of the work and staging areas.

8-28.2 Materials

Material shall meet the requirements of the following sections:

Geojute Erosion Control Fabric (or similar)
Seed
Straw Mulch

8-28.3 Construction Requirements

1. Seeding, Mulching, and GEOJUTE

The Contractor shall seed, mulch and cover with GEOJUTE per manufacturer's specifications (and as described below). Seed mix shall be approved by the Project Manager. Mulch shall consist of grass hay or straws (2000 lbs/acre). The soil to be covered shall be graded or raked free of clods and large stones without compacting. Seed and mulch shall be distributed evenly over the prepared soil. GEOJUTE shall be secured at the top of the slope by toeing in 6" deep. Reinforce with a row of 5 staples at one foot spacing and cover with soil. Roll fabric down the slope (leave loose do not over stretch) to a level elevation. Fold 6 inches under and secure with staples. Place staples

18" to 24" apart throughout to secure matting to ground. All staples must be driven flush with soil surface. Overlap the edges a minimum of 6".

8-28.4 and 5 Measurement and Payment

Measurement and Payment will be based on the item from the bid list completed as shown on the project plans.

Site Restoration