

**CONTRACT DOCUMENTS, GENERAL
CONDITONS, AND SPECIAL PROVISION
SPECIFICATIONS**

DOSEWALLIPS ESTUARY RESTORATION PROJECT

WILD FISH CONSERVANCY

June 18, 2008

Consolidated Addendum 1

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DOSEWALLIPS ESTUARY RESTORATION PROJECT

SPECIAL PROVISIONS

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DESCRIPTION OF WORK

The Dosewallips Estuary Restoration Project includes the construction of 3 in-stream Engineered Logjams (“Apex Structure”), 1 “Habitat Structure”, and enhancement of one existing logjam (“Augmented Apex Structure”) at the Dosewallips State Park, Washington. In addition, the project includes the removal of existing riprap and an earthen plug. The Augmented Apex Structure and the 3 Apex Structures are designed to enhance hydraulic function and flows through the existing distributary channels on the left bank of the Dosewallips River. The habitat structure is designed to enhance channel complexity and stabilize the right bank after completion of the project. A work window from July 14th through August 22st will be available for general construction (per Dosewallips State Park access); however, all instream work must be completed between August 1 and August 15th per the requirements of the Hydraulic Project Approval (HPA) and access at the State Park through the campsite area. In compliance with the Dosewallips State Park regulations the daily work period will be from 8:00AM to 7:00PM Monday through Friday. However, during the in-water work window for the habitat structure and ELJs, August 1 to August 15th, work may occur seven days a week from 8:00 am to 7:00 pm.

The work detailed in this contract includes in-stream work. The Contractor shall strictly conform to all the requirements on the plans, specifications, applicable permits, and any other work deemed necessary by the Engineer for all in-stream work and river crossings to protect Dosewallips River. The owner (Wild Fish Conservancy) shall supply wood members and piles (except for slash to be generated by construction activity).

The Contract documents herein have been prepared so that an individual structure (Augmented Apex Structure) can be removed from the contract by the owner, if required. As such, the Bid Form includes a Base Bid and one Alternate Bid.

Base Bid

The base bid shall be for complete construction of all items included in the project plan sheets and specifications except costs to construct the Augmented Apex Structure.

Alternate Bid

The Alternate Bid shall include the Base Bid plus Additive Bid costs to construct the Augmented Apex Structure.

SPECIAL PROVISION SPECIFICATIONS**DOSEWALLIPS ESTUARY RESTORATION PROJECT****BID FORMS****BASE BID**

Bid Item No.	Spec. Section	Item Description	UNIT	Est. Qty.	Unit Price \$	Amount \$
DIVISION 1: GENERAL REQUIREMENTS						
1	1-09.8	Mobilize for Construction	LS	1	\$	\$
DIVISION 2: EARTHWORK						
2	2-01.3 (1),(2)	Clearing and Grubbing	Acre	0.5	\$	\$
3	2-03.1	Bulk Excavation (Riprap and	CY	1800	\$	\$
4	2-01.3(3)	Construction Fencing (New)	LF	3700	\$	\$
5	2-09	Structure Excavation Class B (ELJ)	CY	330	\$	\$
DIVISION 6: STRUCTURES						
6	6-05.3(11)	Driving Piles	EACH	21	\$	\$
7	6-19	Apex Structure ELJ (New)	EACH	3	\$	\$
8	6-19	Habitat Structure ELJ (New)	EACH	1	\$	\$
DIVISION 8: MISCELLANEOUS CONSTRUCTION						
9	8-01	Erosion Control and Water Pollution Control	LS	1	\$	\$
10	8-01.3(2)B	Seeding and Fertilizing by Hand	Acre	0.5	\$	\$
11	8-01.3(9)	Silt Fence	LF	1750		
12	8-01.3(7)	Stabilized Construction Entrance	SY	50	\$	\$
13	8-01.3(17)	Silt Boom (New)	LF	150	\$	\$
14	8-01.3(18)	Temporary Bridge Water Crossing (New)	EACH	1	\$	\$
SUBTOTAL BASE BID						\$
Sales Tax at 8.4% (Washington State sales Tax at 6.5% and local tax at 1.9%)						\$
BASE BID TOTAL (incl. tax)						\$

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ADDITIVE BID: FOR CONSTRUCTION OF AUGMENTED APEX STRUCTURE

Bid Item No.	Spec. Section	Item Description	UNIT	Est. Qty.	Unit Price \$	Amount \$
DIVISION 1: GENERAL REQUIREMENTS						
1	1-09.8	Mobilize for Construction	LS	1	\$	\$
DIVISION 2: EARTHWORK						
2	2-01.3(3)	Construction Fencing	LF	300	\$	\$
3	8-01	Seeding and Fertilizing by Hand	AC	.1	\$	\$
DIVISION 6: STRUCTURES						
4	6-05.3(11)	Driving Piles	EACH	7	\$	\$
5	6-19	Augmented Apex Structure	EACH	1	\$	\$
6	8-01	Erosion Control and Water Pollution Control	LS	1	\$	\$
DIVISION 8: MISCELLANEOUS CONSTRUCTION						
7	8-01.3(9)	Silt Fence	LF	700	\$	\$
8	8-01.3(17)	Silt Boom	LF	150	\$	\$
9	8-01.3(7)	Stabilized Construction Entrance	SY	50	\$	\$
10	8-01.3(11)	Water Crossing - Temporary Bridge	EACH	1	\$	\$
SUBTOTAL ADDITIVE BID						\$
Sales Tax at 8.4% (Washington State sales Tax at 6.5% and local tax at 1.9%)						\$
ADDITIVE BID TOTAL (incl. Tax)						\$

BID AMOUNT SUMMARY

BASE BID \$ _____

AND

ALTERNATE BID:

BASE BID \$ _____ + ADDITIVE BID \$ _____ = \$ _____

TOTAL BID \$ _____

Note: Bids will not be considered responsive unless both the Base Bid and Alternate Bid amounts are complete and identified.

Construction in 2008 is based on the weather applicable permits and wood for apex and habitat structures can be obtained in time for construction. Base Bid and unit prices shall be binding for up to 45 days after bid opening. If the permits and wood are not obtained by

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Wild Fish Conservancy in time for construction, the contract will not be awarded.

Project: Dosewallips Estuary Restoration Project
Funding Agency: Wild Fish Conservancy
Date: _____

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this ___ day of _____, 2008, shall be the agreed basis of performing the following work by and between the Wild Fish Conservancy, 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 said Contractor agrees to furnish all material (except wood and piles for the structures), 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: Dosewallips Estuary Restoration Project

Prepared by Wild Fish Conservancy according to the terms of the contract documents which shall include, but shall not be limited to the accepted Proposal, General and Supplemental Conditions, Addenda, Specifications, Drawings, Bond, Advertisement for Bids and this Contract.

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 before August 15th, 2008.

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.

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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 \$_____ which includes 8.4% State Sales Tax consisting of the following:

BASE BID	\$ _____
ALTERNATE BID	\$ _____
TOTAL CONTRACT AMOUNT	\$ _____

FOURTH: The above bid and additive bid (if contracted) unit prices shall be utilized for any additive and deductive work within 15% of the TOTAL CONTRACT ESTMATED BID QUANTITY. 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: The said Wild Fish Conservancy 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:

Owner:
Wild Fish Conservancy

By _____

By _____

Title _____

Title Executive Director

Date _____

Date _____

Washington State Contractor's
License No. _____

Federal Tax Id. No. _____

UBI. NO. _____

DIVISION 1 – GENERAL REQUIREMENTS

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the *Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2008* (WSDOT Standard Specifications). Additional specifications in the following contract sections are included for items not covered by the WSDOT 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 particular project.

This project is funded by State (Salmon Recovery Funding Board) monies; appropriate inclusions have been made to meet those requirements.

SECTION 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 Wild Fish Conservancy.

Wherever the words "Department, Department of Transportation" are used, they shall mean Wild Fish Conservancy.

Wherever the words "Transportation Commission" are used, they shall mean the Board for Wild Fish Conservancy.

Wherever the words "Secretary, Secretary of Transportation" are used, they shall mean the President of the Board or Executive Director for Wild Fish Conservancy.

Wherever the words "State Treasurer" are used, they shall mean Wild Fish Conservancy Accountant.

Wherever the words "State Auditor" are used, they shall mean Wild Fish Conservancy Auditor.

Wherever the words "Motor Vehicle Fund" are used, they shall mean Wild Fish Conservancy Project Fund.

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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 Wild Fish Conservancy matters as provided by law.

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

County Road Engineer: The Project Engineer for Wild Fish Conservancy and such agents as are authorized to act on his behalf.

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

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.

SECTION 1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

This section is deleted.

1-02.2 Plans and Specifications

This section is revised to read:

Plans and Specifications will only be available online at <http://www.wildfishconservancy.org/dosewallipsconstruction>. If you download a copy of the plans online, you must email terri@wildfishconservancy.org to notify Wild Fish Conservancy that you are a plan holder.

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must submit a request in writing to the Engineer three (3) calendar days before the bid due date. The written request for information shall be by e-mail or fax only. E-mails request for information shall be addressed to gkays@herrerainc.com and faxes shall be sent to (206) 441-9108 and addressed to Gus Kays. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders by addendum to the solicitation, if that information is necessary in submit-

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ting bids or if the lack of it would be prejudicial to other prospective bidders.

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

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

1-02.4(1) General

This section is supplemented with the following:

5. All prospective bidders must attend a mandatory site visit prior to bid opening. All prospective bidders will be notified of the day, time and place of the visit.

1-02.6 Preparation of Proposal

Paragraph five; item 1 is revised to read:

1. The Bidder shall list all Subcontractors expected to perform more than five percent (5%) of the contracted work on the bid form. Failure of the Bidder to submit as part of the bid the names of such Subcontractors or to name itself to perform such work shall render the Bidder's bid non-responsive and, therefore, void.

This section is further supplemented with the following:

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington Wild Fish Conservancy encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this invitation or as a subcontractor to a bidder. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

1-02.7 Bid Deposit

This section is supplemented with the following:

1. When the sum of the base bid plus all additive bid alternates is \$35,000.00 or less, a bid deposit is not required.

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2. When the sum of the base bid plus all additive alternatives is greater than \$35,000.00, a bid deposit in the amount of five percent (5%) of the base bid amount is required.

1-02.9 Delivery of Proposal

This section is revised to read:

1. Each proposal shall be sealed and submitted to Micah Wait C/O Wild Fish Conservancy, P.O. Box 402, Duvall WA, 98019, in an envelope with the name of the project and Contractor on the outside.
2. Prior to the bid opening, Wild Fish Conservancy'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 Wild Fish Conservancy ten (10) working days prior to the scheduled bid opening.

1-02.11 Combination and Multiple Proposals

This section 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 Wild Fish Conservancy by calling (425) 788-1167 or by logging onto Wild Fish Conservancy's web site:

<http://www.wildfishconservancy.org>.

1-02.13 Irregular Proposals

1. A proposal may be considered irregular and may be rejected if:
This section is supplemented with the following:
 - f) The solicitation includes alternate bid items and the proposal fails to include a unit price for every alternate bid item. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

1-02.16 Additive or Deductive Bid Items (NEW)

This section is added:

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The low bidder, for purposes of award, shall be the responsive bidder offering the low aggregate amount for the base bid item, plus additive or deductive bid alternates selected by Wild Fish Conservancy and within funds available for the project.

The bidder agrees to hold all bid alternate prices for forty-five (45) days from date of bid opening.

1-02.17 Bid Amounts (NEW)

This section is added:

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

SECTION 1-03 AWARD AND EXECUTION OF CONTRACT

1-03.3 Execution of Contract

This section is revised to read:

The bidder will return to Wild Fish Conservancy a signed contract, insurance certificate(s) and bonds or bond waiver 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 (10) days after receipt of the contract, the Owner may terminate the award of the contract.

SECTION 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.

1. Due to the short and critical duration of these types of projects, 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.

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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 constitute 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 Wild Fish Conservancy 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 know, 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 Wild Fish Conservancy and begin to keep and maintain complete, accurate and specific daily records. Contractor shall give Wild Fish Conservancy 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 Wild Fish Conservancy. The written notice shall set forth, at a minimum, a description of:

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.
8. 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.

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9. 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.

SECTION 1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviation from Plans and Stakes

This section is supplemented with Special Condition 1-14.

SECTION 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.2 State Taxes

Delete 1-07.2(1) and 1-07.2(2) and replace with the following:

The total bid amounts shall include Washington State Sales Tax (WSST) as a line item. All other taxes imposed by law shall be included in the bid amount. Wild Fish Conservancy will include WSST in progress payments according to the percent of completion. The Contractor shall pay the WSST to the Department of Revenue and shall furnish proof of payment to Wild Fish Conservancy if requested.

[Note: Contractor must bond for contract amount plus the WSST.]

1-07.5 Fish and Wildlife and Ecology Regulations

1-07.5(1) General

This section is supplemented with the following:

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.

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

This section is supplemented with the following:

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9. Contractor shall read the Hydraulic Project Approval (HPA) and shall keep a copy of each permit on site during all work days.
10. Prepare a Spill Prevention, Control and Countermeasures (SPCC) Plan as outlined in 1-07.15(1). Oil absorbent pads and personnel trained in spill prevention and control will be on site during all heavy equipment operations.
11. Inspect heavy equipment at least on a daily basis for any leaks of petroleum products. Repair as needed.
12. Heavy equipment hydraulic fluid shall consist of vegetable oil or equivalent biodegradable fluid.
13. Overnight parking of heavy equipment shall be at least 50 feet from the stream edges and parking shall be on land draining away from the watercourse.
14. Pick up all garbage items at the site at the end of each workday and at the conclusion of project construction.
15. Heavy equipment shall be steam-cleaned before shipping to the project site.
16. If more than a 10% chance of rain is forecast, all bare earth slopes draining towards the flowing stream shall be mulched with straw at the rate of one bale per 300 square feet soil area.

1-07.6 Permits and Licenses

This section is supplemented with the following:

The Contracting Agency shall be responsible for obtaining all permits required for construction (e.g. Hydraulic Project Approval from WDFW), excluding business licenses and permits required for the Contractor's business. The Contractor shall be given a copy of the HPA, ACOE Permit, and other applicable permits. The Contractor shall comply with all permit requirements and keep a copy of the permits on site at all times.

1-07.18 Public Liability and Property Damage Insurance

This section is supplemented with the following:

4. An Environmental Pollution Liability insurance policy is required to provide coverage for claims involving remediation, disposal or other handling of pollutants arising out of:
 - a) Contractor's operations related to this project.

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- b) Transportation of hazardous materials to or from any site related to this project, including, but not limited to, the project site and any other site, including those owned by the Contractor or for which the Contractor is responsible.

Such Environmental Pollution Liability policy shall provide the following minimum coverage for Bodily Injury and Property Damage:

\$1,000,000 per occurrence

The second paragraph of this section is revised to read:

Prior to contract execution, the Contractor shall file with the Wild Fish Conservancy, 15629 Main Street East, P.O. Box 402, Duvall WA, 98019, ACORD Form Certificates of Insurance evidencing the minimum insurance coverage required under these specifications.

SECTION 1-08 PROSECUTION AND PROGRESS

1-08.5 Times for Completion

This section is revised to read:

The Contractor shall accomplish all work requiring in-stream construction between July 14, 2008 and August 15, 2008. Site preparation and other preliminary work may not start prior to July 14 because of site access limitations at the State Park. All work at the site shall be completely finished by the Contractor by August 22, 2008.

Daily work hours for construction will be limited to 8:00 AM to 7:00 PM Monday through Friday in accordance with the Dosewallips State Park

1-08.9 Liquidated Damages

This section is revised to read:

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. These actual costs will be, but not limited to:

1. Any fines by Permitting Agencies for work not being completed within the time frame stipulation in the permit.
2. Any costs imposed by the local authorities due to the work not being completed on time.

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3. Additional special inspections that might be required.
4. It is not the intent of Wild Fish Conservancy to recoup extra management expenses.

NEW SPECIAL CONDITIONS

SECTION 1-11 SAFETY PRECAUTIONS (NEW)

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 Wild Fish Conservancy and appropriate jurisdictions. Wild Fish Conservancy shall, at all times, 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 so as 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 Wild Fish Conservancy 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.

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SECTION 1-13 TEMPORARY UTILITIES

This section is added:

Contractor shall supply and maintain all necessary and temporary electrical services and required water as needed for construction of this project. Any water required on site will be hauled by the Contractor from a safe and legal source. No water, at any time, may be drawn from the river.

SECTION 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 shall be held responsible for the preservation of all primary and other control coordinate stakes.
3. The Contractor shall be responsible for maintaining and resetting all alignment stakes, slope stakes and grades necessary for the construction of this project.

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Documents Attached:

- A. Advertisement for Bids
- B. Drawings
- C. Applicable Permits

Bonds and Insurance Required:

- A. Bid Deposit (Bid Bond)
- B. Contract Bond (Performance Bond)
- C. Payment Bond
- D. Standard Liability Insurance (as described in WSDOT Standards 1-07.18)
- E. Environmental Pollution Liability Insurance (as described above in 1-07.18 Public Liability and Property Damage Insurance)

DIVISION 2 – EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

The following is added at the end of this section:

“Salvage” means work done to carefully remove vegetation that can be utilized in the construction of ELJs.

2-01.3 (1) Clearing

The following is added at the end of this section:

9. Reuse all felled trees, branches and slash debris (“slash”) in the construction of the ELJs.

The Contractor shall not disturb or damage existing plant material designated for preservation and shall contact the Engineer if there is any conflict between the Plans and field conditions. The Contractor shall carefully remove existing trees designated for salvage and reuse during clearing and grubbing activities. All costs of protecting from damage those plants designated to be saved or salvaged shall be incidental to the bid item “Clearing and Grubbing.”

The Contractor shall remove all plants within the area to be cleared that are not designated for preservation or salvage. Prior to clearing operations, the Contractor shall flag all trees over 15 feet high, or four-inch diameter or greater (measured 3 feet above ground line), as indicated that are to be removed or salvaged based on limits shown on the Contract Drawings. The Contractor shall notify the Engineer after flagging is completed and arrange a meeting prior to the removal of any existing trees on the project. At this meeting the Contractor and Engineer shall inspect those trees designated for removal and make any necessary changes such as removal of the tree with rootwad intact for ELJ structures, salvage, or adjusting grades or alignments of structures or access roads to preserve specific trees.

If the Contractor removes or damages any existing plant or plants not designated for removal because of any act, omission, neglect, or misconduct in the execution of the work, such plant(s) shall be restored or replaced by the Contractor to a condition similar or equal to that existing before such damage or removal.

All replacements shall be inspected and approved prior to planting. Planting procedures will be subject to approval. All replacements shall be guaranteed to survive in a healthy condition for up to 2 years.

The Contractor shall be responsible for the protection of tops, trunks, and roots of existing trees that are to remain on the project site. Existing trees subject to construction damage

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shall be boxed, fenced, or otherwise protected before any work is started. Heavy equipment or stockpiles shall not be allowed within the branch canopy unless otherwise directed in writing by the Engineer. The Contractor shall verify with the Engineer before removing interfering branches and shall remove all verified interfering branches without injury to the tree trunks and cover cuts with tree paint.

The Contractor shall use selective clearing methods to clear and grub areas where invasive species, noxious weeds, or other unwanted vegetation exists, or where clearing is required near vegetation to be preserved or salvaged. Selective clearing methods consist of lightweight hand or hand-held equipment to prevent damage to roots of existing vegetation, compaction of the soil, or spreading of seeded or pollen from invasive species.

There are approximately 54 existing trees that shall be salvaged for use in constructed ELJ structures during the clearing and grubbing work.

<u>Trees to be Salvaged</u>	<u>Placement Location</u>
3	Structure #2 (See Plans)
51	Riprap Removal Area (See Plans)

Contractor shall only reuse slash materials and branches as “Slash” from areas that do not contain all invasive species, noxious weeds, or other unwanted vegetation.

2-01.3 (2) Grubbing

The following section is deleted in its entirety and replaced with the following:

The Contractor shall grub only those areas where Topsoil Type B is to be obtained.

2-01.3 (3) High Visibility Fencing

The following is a new section:

The first order of work on this project shall be the installation of fencing to delineate all staging facilities. The areas shall be marked by the Contractor as shown on the plans. The delineation shall consist of High Visibility Fence as described below.

High Visibility Fence shall be composed of high-density polyethylene material and shall be at least four feet in height. Posts for the fencing shall be steel or wood and shall be placed at six-foot centers or as needed to provide rigidity. The fencing shall be attached to the post every six inches with a polyethylene tie. Fencing shall not be fastened to the trees.

2-01.4 Measurement

This section is supplemented with the following:

“High Visibility Fencing”, per linear foot

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2-01.5 Payment

This section is supplemented with the following:

“High Visibility Fencing”, per linear foot.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description

The first paragraph of this section is supplemented with the following:

Bulk Excavation shall include the removal, segregating, temporary stockpiling and onsite handling requirements of all earthwork excavation including riprap, bank excavation, flood-plain excavation, topsoil stripping, access road excavation, and all related earthworks. Bulk excavation shall also include all labor and machinery needed to ensure materials such as riprap Rap and alluvium, large surface alluvium armor, and topsoil are segregated and not mixed during handling activities. Riprap excavation shall include excavation and removal of rock greater than 1ft in diameter from the riprap removal extents shown on the plans.

2-03.4 Measurement

This section is supplemented with the following:

Bulk Excavation for “Riprap and Earthen Plug” volumes removed shall be mutually agreed upon by the Contractor and engineer or owner’s representative and estimated per cubic yard by the truck volume hauled from the site.

2-03.5 Payment

This section is supplemented with the following:

“Bulk Excavation”, per cubic yard.

The unit contract price per cubic yard for “Bulk Excavation” shall be full compensation for all costs incurred for excavation, temporary stockpiling and onsite hauling requirements of excavated materials to its final in-place location.

2-09 STRUCTURE EXCAVATION

2-09.1 Description

The first paragraph is deleted and replace with the following:

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Structure Excavation consists of excavating, stockpiling, handling, and backfilling of ELJ's as shown in the plans.

2-09.3(1)E Backfilling

The first paragraph is deleted and replace with the following:

The Contractor shall backfill the interior of the ELJ structure and fill the voids between the ELJ structure logs and exterior depositional bar as shown on the drawings. The scour hole in front of and along the exposed river side of the ELJ structure shall not be backfilled such that a deep pool is present immediately after construction as shown on the Contract Plans.

Backfill material shall be comprised of excavated alluvium. Backfilling of structure and depositional bar shall be incidental to the overall construction of the structure and structure excavation.

2-09.3(2) Classification of Structure Excavation

This section is supplemented with the following

All excavation associated with ELJ construction will be classified as Class B.

2-09.4 Measurement

This section is supplemented with the following:

Structure Excavation shall be measured by the cubic yard. All excavated material will be measured in the position it occupied before excavation was performed. An original ground measurement will be taken using cross section and the excavation quantities will be based on a direct comparison of cross sections after excavation.

2-09.5 Payment

This section is supplemented with the following:

“Structure Excavation”, per cubic yard.

The unit contract price per cubic yard for “Structure Excavation” shall be full compensation for all costs incurred for excavation, temporary stockpiling and onsite hauling requirements of excavated materials to its final in-place location.

DIVISION 6 – STRUCTURES

6-01 GENERAL REQUIREMENTS FOR STRUCTURES

6-01.3 Clearing the Site

This section is deleted in its entirety and replaced with the following:

The Contractor shall stake the clearing limits and position of each ELJ structure and verify location with Engineer prior to clearing. The Contractor shall clear the ELJ site and surrounding staked area as approved by Engineer and as specified in Section 2-01 to perform the work such as ELJ construction and staging of log materials required for construction.

6-05 PILING

6-05.1 Description

This section has been changed to read:

This work consists of driving piles (untreated timber) of the sizes and types the contract requires. This work includes cutting of piles when required. In driving piles, the Contractor shall comply with the requirements of this section, the Contract, and the Engineer.

6-05.3(11)G Pile Cutoff

The first sentence has been changed to read:

The Contractor shall drive piles to the minimum pile depths shown on the plans and shall trim/cut the tops of piles to the dimensions shown on the plans or as directed by the engineer.

6-05.3(13) Treatment of Timber Pile Heads

This section has been changed to read:

No preservatives shall be applied to piles heads.

6-05.4 Measurement

This section is supplemented with the following:

Measurement for driving timber piles will be the number of piles driven in place to the minimum embedment depth

6-05.5 Payment

This section is supplemented with the following:

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Payment for driving untreated timber piles will be per each.

6-19 ENGINEERED LOG JAM STRUCTURES (NEW)

6-19.1 Description

This work consists of constructing ELJ Structures at the locations and in conformity with the lines and dimensions shown in the Plans, or as established by the Engineer.

The Plans show 3 types of ELJ Structures:

1. "Augmented Apex Structure" representing an apex or floodplain logjam with existing onsite salvaged wood used for one or more key members
2. "Apex Structures" representing an apex or floodplain logjam
3. "Habitat Structure" on the right bank at the point of river access.

Detailed drawings and layering plans are provided in the Contract Plan set.

6-19.2 Materials

Materials shall meet the requirements of the following sections:

Topsoil Type B

9-14.1(2)

Wild Fish Conservancy will provide the logs and piles for the ELJ Structures.

Onsite clearing may produce 20 to 40 CY of slash.

6-19.3 Construction Requirements

The Contractor shall not commence construction of the ELJ Structure until:

- 1) the location of the ELJ structure is staked and approved by the engineer;
- 2) all necessary temporary erosion and sediment controls are installed and properly maintained;
- 3) only after 100% of the structure excavation work area has been isolated from the DOSEWALLIPS River flow per 2-09.3(5) and,
- 4) all access and water crossings are established.

Construction of ELJ Structures shall be as per the Plans and these specifications. The Plans include log orientations in a sequence of vertical layers. Wood and slash placement shall be performed for each layer as detailed in the plans, or as otherwise directed by the Engineer to adjust for varying log diameters and shapes. The procurement and placement of Topsoil Type B (where applicable per the plans) shall be incidental to the structure construction.

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The Contractor shall place the logs in each layer in direct contact with the pile logs unless otherwise noted in Plans. Logs shall be placed with ends protruding outside of the core of the structure to help hold racking material tight against the ELJ structure.

Each logjam layer shall be inspected by the Engineer prior to addition of racking and slash. Wood placement for each layer shall be performed to allow clear access for inspection by Engineer. The Contractor shall provide 24 hours advance notice prior to any required inspection. Contractor shall make all adjustments in the log placements or other components as directed by the Engineer.

The contractor may place the lower logs “in-the-wet” to minimize water management costs. If working below the water surface, the Contractor shall account for the buoyancy of the wood during placement to ensure the logs are placed in accordance with the layers shown in the Plans.

6-19.4 Measurement

The ELJ Structures will be measured per each structure installed to the requirements in these Special Provisions.

6-19.5 Payment

“Augmented Apex Structure”, per each.

“Apex Structure”, per each,

“Habitat Structure”, per each.

The unit contract price for structure shall be full pay for all materials, labor, tool, equipment, and supplies necessary for the assembly and construction of the ELJ structures as shown in the Plans, excluding structure logs, piles and slash material costs. Payment for log placement and onsite slash salvage shall be incidental to the contract unit price for structure.

DIVISION 8 – MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1(C) Water Management

The following section is supplemented with:

Contractor shall also provide and maintain other TESC's measures as required to protect Dosewallips River during construction of ELJ's. If turbidity or sediment from the work area is found to be affecting the Dosewallips River, as determined by the Engineer or Wild Fish Conservancy which constitute a violation of any water quality requirements or permit conditions, the Contractor shall:

1. Stop work immediately to allow dissipation of turbidity or sediment until water quality returns to within the required parameters.
2. Conduct an inspection of all controls to identify any potential problems. Immediately repair and/or replace any controls found to not be effective.
3. Augment existing controls as necessary.
4. Alter work methods and/or means as necessary to prevent any further occurrences of violations in water quality.
5. After performing all of the above, work activities may be continued provided water quality conditions are met.

8-01.3(17) Silt Boom

The following is a new section:

The silt boom shall contain all areas expected to include in water work that has the potential to result in water quality violations including but not limited to the augmented apex jam (Alternate Bid), soil plug and riprap removal. Silt or turbidity curtains shall be constructed of geotextile material with an integral system to float and suspend the curtain from the top of water surface to the bottom placed so as to minimize sediment transport from a disturbed area adjacent to or within a body of water. Silt or turbidity curtains shall provide sedimentation protection for a watercourse from up-slope land disturbance, or from pile driving within the watercourse. Silt or turbidity curtains shall be PermeaLock by Northwest Linings and Geotextile Products, Inc. (253-872-0244) or approved equal.

Installation shall conform to manufacturer's recommendations.

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8-01.3(18) Temporary Bridge Water Crossing

The following is a new section:

Temporary bridges shall be used to access the left bank ELJ sites during construction. Equipment crossings for construction of the temporary bridge shall be the minimum necessary. The temporary bridge shall be constructed in locations specified in the plans or approved by engineer. The temporary bridge shall be removed after ELJ construction is complete and the ELJs have been inspected and approved by the engineer.

8-01.4 Measurement

This section is supplemented with the following:

Water Crossing – Temporary Bridge will be measured per each bridge constructed, used, and removed as necessary for the installation of the ELJ structures.

Silt Boom will be measured per linear foot installed, used, and removed as necessary for the installation of the ELJ structures and riprap removal

8-01.5 Payment

All references for payment of “Erosion Control and Water Pollution Control” shall be deleted and replaced with the following:

“Erosion Control and Water Pollution Control”, by lump sum.

Maintenance and removal of erosion and water pollution control devices such as silt fences, straw bales, and any additional work deemed necessary by the Engineer to control erosion and water pollution will be paid by lump sum under the item erosion/water pollution control. The Contractor may submit a schedule of values for partial payment for this item based on costs incurred at the time of the payment request, or a percentage of the overall project completed at the time of the payment request.

“Water Crossing – Temporary Bridge”, by each.

“Silt Boom”, by linear foot.

8-02 ROADSIDE RESTORATION

8-02.3(4)B Topsoil Type B

The following section is deleted in its entirety and replaced with the following:

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Topsoil Type B shall be native topsoil taken from within the project limits and shall meet the requirements of Section 9-14.1(2).

Topsoil Type B shall be taken from all areas to be excavated that contain organic topsoil material except those areas with unwanted vegetation such as invasive species or noxious weeds. The contractor shall strip the topsoil to a depth not to exceed 18 inches unless otherwise approved by the Engineer. The contractor shall stockpile the excavated Topsoil Type B material at locations that will not interfere with the construction of the project, as approved by the Engineer. Areas beyond the slope stakes shall be disturbed as little as possible in the above operations.

When topsoil Type B is specified, it shall be the Contractor's responsibility to perform the excavation operations in such a manner that sufficient material is set aside to satisfy the needs of the project. Upon physical completion of the ELJ construction and floodplain grading work, topsoil Type B remaining and not required for use on the project shall be removed from the project site or evenly spread as directed by the engineer

Should a shortage of topsoil Type B occur, and the Contractor has wasted or otherwise disposed of topsoil material, the Contractor shall furnish topsoil Type C at no expense to Wild Fish Conservancy.

Topsoil Type B will not be considered as selected material, as defined in Section 2-03.3(10), and the conditions of said section shall not apply.

Materials taken from roadway excavation, borrow, stripping, or other excavation items, and utilized for topsoil, will not be deducted from the pay quantities for the respective items.