

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

Addendum Set

ALA SPIT RESTORATION PROJECT

Project Number: 09-04521-000

ISLAND COUNTY PUBLIC HEALTH

August 1, 2011

Prepared by:

**Herrera Environmental Consultants Inc.
2200 Sixth Avenue, Suite 1100
Seattle, WA 98121**

SPECIAL PROVISIONS
ALA SPIT RESTORATION PROJECT

ALA SPIT RESTORATION PROJECT

SPECIAL PROVISIONS
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- A. Ala Spit Contract Bid Solicitation
- B. WDFW Hydraulic Project Approval (HPA) Permit
- C. Army Corps of Engineers 404 Permit
- D. Inadvertent Discovery Protocol
- E. Island County Prevailing Wage Rates 2011
- F. Federal Fund Information Certification

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**CONTRACT SPECIAL PROVISIONS, ENGINEER'S REVIEW, AND
PARTICIPATION NOTIFICATION**

The Professional Engineer's seal and signature affixed hereon indicates the Engineer's review and participation in the preparation of these Contract Special Provisions.

Frederick T. Bourque, PE
Engineer or Architect

Herrera Environmental Consultants
Firm

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ALA SPIT RESTORATION PROJECT

NOTICE TO CONTRACTORS

ISLAND COUNTY PUBLIC HEALTH

1 NE 6th Street
Coupeville, Washington 98239

Sealed bids for the following Public Works Project will be received until 3:00 p.m. on Monday, August 8th 2011, at Island County Public Health in the Annex Building at 1 NE 6th Street, Coupeville, Washington, and then and there be publicly opened and read. This Public Works Project is subject to prevailing wage requirements per *RCW 39.12.020*.

PROJECT:

ALA SPIT RESTORATION

NUMBER:

09-04521-000

The project includes but is not limited to the following: Constructing temporary access roads to the work area, removal and replacement of existing drift wood, removal and replanting of salt marsh vegetation, removal of existing construction debris and riprap, riprap salvage, construction of a Park Access Protection Structure, final site grading, revegetation and planting of salt marsh vegetation, drift wood restoration, and temporary erosion and sedimentation control.

The project includes two additive bids, which will be implemented based on funding availability. Additive Bid A includes removal of 147 feet of concrete bulkhead. Additive Bid B includes removal of 128 feet of existing concrete bulkhead.

All prospective bidders are highly encouraged to attend an optional site visit prior to bid opening. The pre-bid meeting will be on July 25th at 10 a.m. Prospective bidders will meet at the project site.

Minority and Women's Business Enterprises (MWBE) are encouraged to participate in the bidding as prime contractors, subcontractors, or suppliers.

Plans, specifications, addenda and plan holders list for this project are available on-line through Builders Exchange of Washington, Inc. at <http://www.bxwa.com>. Click on "Posted Projects"; "Public Works", "Island county." Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access.

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BASE BID FORM

Bid Item No.	Spec Section	Item Description	Unit	Est. Qty.	Unit Cost	Price
DIVISION 1: GENERAL REQUIREMENTS						
1	1-09.7	Mobilization	LS	1		
2	1-10	Temporary Traffic Control	LS	1		
DIVISION 2: EARTHWORK						
3	2-01	Clearing and Grubbing	AC	0.9		
4	2-02.3(4)	Salvage Park Infrastructure	LS	1		
5	2-02.3(5)	Removal of Construction Debris and Excess Riprap	Per CY	6885 4590		
6	2-02.3(5)	Riprap Salvage for Park Access Protection	CY	139		
7	2-09	Structure Excavation, Class B	CY	417		
8	2-03 9-03.11(5)	Fish Mix	CY	3659		
DIVISION 6: STRUCTURES						
9	6-19	Park Access Protection Structure	LS	1		
DIVISION 8: MISCELLANEOUS CONSTRUCTION						
10	8-01.3(7)	Stabilized Construction Entrance	EA	1		
11	8-01.3(9)A	Silt Fence	LF	1600		
12	9-14.5(8)	High Visibility Fence	LF	150		
13	8-01.3(18) 9-14.5(9)	Silt Curtain	LF	100		
14	8-01.3(17)	Temporary Access Road	CY	91		
15	8-01	Erosion and Water Pollution Control	LS	1		
16	8-02.3(8)A	Salt Marsh Vegetation Salvage and Replanting	SY	53		
BASE BID TOTAL						\$

BASE BID AMOUNT SUMMARY

BASE BID TOTAL \$ _____

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ADDITIVE BID FORM A

The project includes Additive Bid A, which will be implemented based on funding availability.

Bid Item No.	Spec Section	Item Description	Unit	Est. Qty.	Unit Cost	Price
DIVISION 2: EARTHWORK						
A1	2-02.3(6)	Removal of Concrete Bulkhead - Section A	LS	1		
A2	2-02.3(5)	Riprap Salvage for Park Access Protection Structure	CY	139		
A3	2-02.3(5)	Removal of Construction Debris and Excess Riprap	CY	20		
A3 A4	2-09	Structure Excavation, Class B	CY	417		
A4 A5	2-03 9-03.11(5)	Fish Mix	CY	266		
DIVISION 6: STRUCTURES						
A5 A6	6-19	Park Access Protection Structure	LS	1		
DIVISION 8: MISCELLANEOUS CONSTRUCTION						
A6 A7	8-01.3(7)	Stabilized Construction Entrance	EA	1		
A7 A8	8-01.3(9)A	Silt Fence	LF	130		
A8 A9	8-01.3(17)	Temporary Access Road	CY	14		
ADDITIVE BID A TOTAL						\$

ADDITIVE BID A AMOUNT SUMMARY

ADDITIVE BID A

\$ _____

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ADDITIVE BID FORM B

The project includes Additive Bid B, which will be implemented based on funding availability.

Bid Item No.	Spec Section	Item Description	Unit	Est. Qty.	Unit Cost	Price
DIVISION 2: EARTHWORK						
B1	2-02.3(6)	Removal of Concrete Bulk-head - Section B	LS	1		
B2	2-03 9-03.11(5)	Fish Mix	CY	133		
DIVISION 8: MISCELLANEOUS CONSTRUCTION						
B3	8-01.3(9)A	Silt Fence	LF	140		
B4	8-01.3(17)	Temporary Access Road	CY	16		
ADDITIVE BID B TOTAL						\$

ADDITIVE BID B AMOUNT SUMMARY

ADDITIVE BID B \$ _____

TOTAL ADDITIVE BIDS (A + B) \$ _____

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BID AMOUNT SUMMARY

Total for BASE BID \$ _____

Total for BASE + ADDITIVE BID = TOTAL ADDITIVE BID \$ _____

Note: Bids for work shall be for complete construction of all items included in the project plan sheets and specifications. Bids will not be considered responsive unless both the Base Bids and Additive Bid amounts are complete and identified.

For the purposes of evaluating bids, the lowest responsive Bidder will be considered the responsive Bidder providing the lowest amount based on the BASE BID TOTAL. The TOTAL ADDITIVE BID amount will not be considered when evaluating bids for award. 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 (Island County Public Health (Island County)) 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 Island County may require.

ADDENDUM/ADDENDA ACKNOWLEDGED

It shall be the responsibility of the bidder to ensure that all Addendum/Addenda issued for this bid have been considered and acknowledged by signing below. Failure to acknowledge Addendum/Addenda shall cause the bid to be considered nonresponsive.

Addendum Number	Date Received	Signature

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Project: Ala Spit Restoration Project
Owner: Island County Public Health
Funding Agency: Salmon Recovery Funding Board (SRFB)
Date: _____

CONSTRUCTION CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2011, shall be the agreed basis of performing the following work by and between Island County, 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, 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: Ala Spit Restoration Project; Project Number 09-04521-000.

Prepared by Island County 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 October 30, 2011. All work below the Mean Higher High Water (MHHW) shall be complete before October 15, 2011.

Substantial completion includes the completion of all work shown on the Plans that is necessary to construct the project. This work includes, but is not limited to completion of all construction debris and riprap revetment removal, completion of all replacement of driftwood and construction of park access protection, completion of all grading and earthwork shown on the Plans, selected additives and removal of all temporary facilities and stockpile areas.

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner

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may charge the Contractor liquidated damages, as set forth in Section 1-08.9 of these Special Provisions, for any time over the completion dates stated in the Contract where work remains uncompleted, and for which the Owner will sustain in case of the failure of the Contractor to complete the work in the time stipulated.

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 \$ _____ consisting of the following:

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

FOURTH: The above bid unit prices shall be utilized for any additive and deductive work. 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.

FIFTH: The Construction Schedule shall include contingencies to accommodate potential delays due to tidal influence, unexpected inclement weather, and unexpected geotechnical conditions (beyond what is built into soil excavation, conditioning, and placement for expected historical inclement weather days). The Contractor shall document and communicate in the weekly progress report when Construction Schedules are exceeded and potential delays may occur.

SIXTH: The Contractor hereby agrees to indemnify and defend Island County, each of Island County's officers, agents, employees, and invitees, and any and all governmental officers or employees who may at any time be at the Site to inspect or review the Work (in each case, an "Indemnified Party") against, and to save each of the indemnified parties harmless of and from, any and all claims, demands, liabilities, expenses, and/or losses of any kind whatsoever, which any of the indemnified parties may incur or suffer, or to which any of the indemnified parties may be subjected: (a) accruing or resulting to any person or entity furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract; (b) arising to any extent out of or in any way related to Contractor's performance (or failure to perform) under this Contract; or (c) otherwise caused to any extent by the negligence, misconduct, or failure to act (where there is a duty to act) of Contractor or any Subcontractor, or by any of the employees, agents, or invitees of Contractor or any Subcontractor; including (but not limited to) claims, demands, liabilities, expenses, and/or losses related to mechanics or material person's or supplier's liens, as well as those for property damage, personal injury, death, injuries to reputation, economic loss, or emotional distress, and any and all legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees, whether incurred at the trial, appellate, or administrative level). The foregoing obligations to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses are brought about in

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part by the comparative passive negligence of an indemnified party, but shall not extend, with respect to a given indemnified party, to the extent caused by the sole negligence or willful misconduct of that indemnified party.

IN WITNESS WHEREOF: The said Island County has caused this Contract to be subscribed on its behalf and the said Contractor has signed this Contract.

Contractor:

Owner:
Island County

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Washington State Contractor's
License No. _____

Federal Tax Id. No. _____

UBI. NO. _____

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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 2010* (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) and Federal 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 Island County.

Wherever the words "Department, Department of Transportation" are used, they shall mean Island County.

Wherever the words "Transportation Commission" are used, they shall mean Island County.

Wherever the words "Secretary, Secretary of Transportation" are used, they shall mean Island County.

Wherever the words "State Treasurer" are used, they shall mean Island County Public Health Accounting Supervisor.

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

Wherever the words "Motor Vehicle Fund" are used, they shall mean Island County 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:

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Board, Board of Directors: The elective body having authority over Island County matters as provided by law.

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

County Road Engineer: The Project Engineer for Island County 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 in its entirety and replaced with the following:

The Bidder shall demonstrate to the satisfaction of Island County that the Bidder and their Subcontractors are qualified to perform the work under this Contract and therefore are a responsible Bidder. To be responsible, the Bidder, including the General Contractor and their subcontractors, must demonstrate an appropriate level of experience, technical competence and successful past performance of work. The information requested in this section will assist Island County in making such determination.

In the event Island County finds the Bidder's qualification information lacking or if Island County determines that the Bidder, including the General Contractor and subcontractors are not qualified, Island County may reject the Bidder, meet with the Bidder, request additional information, allow Bidder opportunity to correct the deficiency by (1) providing additional information and/or (2) proposing other project personnel or subcontractors, and/or take other appropriate measure. Timeliness of Contract Execution is critical to success of this project; therefore, Island County may give a Bidder limited or no opportunity and time to remedy a matter(s) of responsibility before rejecting the bid and going to the next low bidder. Such decisions are in the sole discretion of Island County.

For purposes of this section, the elements of "Similar in Scope and Complexity" is a project having the following elements:

1. Excavation and grading within limited construction access areas located in or adjacent to environmentally sensitive areas including, but not limited to wetlands, water-

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ways, other naturally occurring water bodies, riparian zones and floodplains.

2. Construction of structures within the areas described in item 1 above that were constructed for the purposes of improving aquatic habitat conditions within waterways.
3. Management of sediment laden water within areas described in item 1 above;
4. Construction schedule dictated by permit conditions related to sensitive areas;
5. Simultaneous construction work in multiple, discontinuous locations;
6. Bidder was the general contractor responsible for managing and coordinating all subcontractors, including but not limited to earthwork, shaft drilling and construction of habitat improvement structures.

The Bidder shall demonstrate the General Contractor's successful past experience and competence in managing no less than 2 construction projects within the last 5 years each with an initial construction value of at least one-hundred thousand dollars and that meet the Similar in Scope and Complexity elements. To qualify as a project, the Owner must have determined the project to be substantially complete or issued final acceptance.

1. Identify all construction contracts (whether completed or in progress) entered into and performed by the Bidder within the past 5 years that meet the Similar in Scope and Complexity elements. Projects for which the Bidder was a subcontractor are not eligible under this criterion.
2. For each project, identify the name of the project, describe the project and how it meets the Similar in Scope and Complexity elements, initial contract time (start and end dates), final contract time (actual end date), initial contract value, final contract value, name and phone number of the Owner, and name and telephone number of the Owner's project manager or other person who can verify the Bidder's experience.
3. For each category of work in this project comprising five percent (5%) or more of the bid amount, the Bidder shall identify the category of work and the Subcontractor performing it. Failure to list Subcontractors may render the bid non-responsive. Included the firm's name, address, and primary point of contact, phone number and email address.

Qualification information shall be submitted with the proposal in a clear, comprehensive and concise manner. Submit one (1) unbound original and two (2) bound copies. The original and copies shall be indexed with tabs for each item, 8½"x11" paper where possible, and a minimum font size of ten points. The cover sheet shall include this Contract Title, Contract Number, Bidder's name, mailing address, contact person, email address, telephone, and fax number.

1-02.2 Plans and Specifications

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

Plans, Specifications, addenda and plan holders list for this project will be available online through the Builders Exchange of Washington, Inc. at <http://www.bxwa.com> Click on "Posted Projects"; "Public Works, Washington State Department of Fish and Wildlife"; "Project Bidding". Envelope containing bid shall include the project name and bid due date and time

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on the sealed envelope.

Any prospective bidder desiring an explanation or interpretation of the solicitation, plans, specifications, etc., must submit a request in writing to Island County at least three (3) working 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 jillw@co.island.wa.us and faxes shall be sent to (360) 679-7390 and addressed to Jill Wood. 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 submitting bids or if the lack of it would be prejudicial to other prospective bidders.

After Contract award, Island County shall supply Contractor with six copies of the 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 are highly encouraged to attend a site visit prior to bid opening. The pre-bid meeting will be on July 25th at 10 a.m. Prospective bidders will meet at the site for pre-bid meeting, at the parking lot located at the site. If this date and/or location changes prior to the site visit, then all prospective bidders will be notified of the corrected day, time and place of the visit.

1-02.6 Preparation of Proposal

Paragraph five; item 1 is revised to read:

1. Per Section 1-02.1 of these Special Provisions, 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 may 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 WDFW 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

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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.

1-02.9 Delivery of Proposal

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

1. Each proposal shall be sealed and submitted to Jill Wood, Island County Public Health, 1 NE 6th Street, Coupeville, Washington, 98239.
2. Prior to the bid opening, Island County'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.

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:

The Bid Opening will occur on August 8, 2011 at 3:00pm at the Island County Public Health offices at 1 NE 6th Street, Coupeville, Washington, 98239. After the Bid Opening, Bidders may obtain bid results online through the Builders Exchange of Washington, Inc or through Island County at (360) 678-7888.

1-02.13 Irregular Proposals

This section is supplemented with the following:

1. A proposal may be considered irregular and may be rejected if:
 - f. The solicitation includes base and additive bid items and the proposal fails to include a unit price for every base and additive 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.

1-02.14 Disqualification of Bidders

This section is deleted and replaced with the following:

A Bidder will be deemed not responsible if:

1. The Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or

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2. Evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
3. The Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
4. An unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
5. There is uncompleted work (Contracting Agency or otherwise), which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
6. The Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
7. The Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
8. The Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
9. The Contractor fails to certify it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Project by any Federal department or agency. If requested by Island County, the Sponsor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form (Attachment F to these Special Provisions). Any such form completed by the Contractor for this Project shall be incorporated into this Project by reference; or
10. There are any other reasons deemed proper by the Contracting Agency.

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all applicable responsibility criteria, including all documentation specifically listed in the supplemental criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility.

The basis for evaluation of Bidder compliance with these supplemental criteria shall be any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) which any reasonable owner would rely on for determining such compliance, including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from owners for

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whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Contracting Agency's determination by presenting its appeal to the Contracting Agency. The Contracting Agency will consider the appeal before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the final determination.

1-02.16 Bid Amounts (NEW)

This section is added:

The Bidder agrees to hold the base and additive 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 deleted in its entirety and replaced with the following:

The bidder will return to Island County 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.

1-03.7 Judicial Review

The second sentence in the first paragraph is replaced with the following:

Such review, if any, shall be timely filed in the Superior Court of Island County, Washington.

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 pro-

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posal from Contractor.

1. Due to the short and critical duration of these types of projects, Contractor shall submit a Change Order proposal within 72 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 written 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 Island County within 72 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 known, 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 Island County and begin to keep and maintain complete, accurate and specific daily records. Contractor shall give Island County 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 72 hours before Contractor's written notice to Island County. The written notice shall set forth, at a minimum, a description of:

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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.

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:

Island County will include Washington State Sales Tax (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 Island County if requested.

1-07.5 Environmental 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), National Oceanic and Atmospheric Administration (NOAA) Fisheries, and U.S. Army Corps of

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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 the Plans, and are described in Division 2 and 8. Some other agency requirements are reflected in specifications and/or Plans related to site clearing, excavation limits, re-vegetation, etc. These specifications must be strictly adhered to throughout project construction to protect aquatic resources.

A Department of Ecology stormwater general permit has been applied for by Island County. It is the Contractor responsibility to meet all conditions of the permit including, but not limited to, the preparation of the Stormwater Pollution Prevention Plan (SSWPP) and monitoring, documentation and reporting required by the permit.

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

This section is supplemented with the following:

10. Contractor shall read and abide by the Hydraulic Project Approval (HPA) and Army Corps of Engineers (ACOE) permit and shall keep a copy of each permit on site during all work days.
11. 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.
12. Inspect heavy equipment at least on a daily basis for any leaks of petroleum products. Repair or replace immediately. Equipment with leaks will not be allowed on the project site.
13. Overnight parking of heavy equipment shall be at least 50 feet from MHHW limits and parking shall be in the staging area.
14. Pick up small 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 raw earth slopes draining towards the open water 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:

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Island County shall be responsible for providing all permits required for construction (e.g. Hydraulic Project Approval from WDFW and Section 404 permit from ACOE), excluding business licenses and permits required for the Contractor's business. Copies of all applicable permits required for construction are included as attachments to these Special Provisions. The Contractor shall comply with all permit requirements and keep a copy of the permits on site at all times.

1-07.9 Wages

This section is supplemented with the following:

- A. Federal Funds: This Contract, subject to the requirements of the Federal Davis-Bacon and Related Acts (DBRA) requiring that each contract over \$2,000 to which the United States is a party for the construction, alteration, or repair of public buildings or public works, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character or the Federal Davis Bacon wage, whichever is higher. If locally prevailing wages are higher, Washington State Prevailing Wages and fringe benefits for Island County (2011) shall be paid.

Prevailing wage rates for Island County are attached to the end of these Special Provisions; Wage rates for Davis Bacon can be found online at <http://www.gpo.gov/davisbacon/>.

1-07.16(1) Private/Public Property

The following is added at the end of this section:

The Contractor shall protect the parking lot during construction. Damage caused by the Contractor shall be repaired or replaced to a condition equal to or better than the existing prior to the damage, at no additional cost to Island County.

1-07.16(4) Archaeological and Historical Objects

This section is supplemented with the following:

Archeological and geotechnical investigations at the project site were conducted and no cultural resources were identified during those investigations.

In the event the project is stopped for cause including, but not limited to, the uncovering of cultural remains, the Contractor shall cease work until given notice to proceed. No costs associated with the demobilization and mobilization shall be charged to the project. Contract time will not be assessed during the time that work is stopped.

If objects with the potential to be of cultural significance are encountered during work, Contractor will follow inadvertent discovery protocols included as an attachment to these Special Provisions.

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1-07.18 Public Liability and Property Damage Insurance

The second paragraph of this section is revised to read:

Prior to contract execution, the Contractor shall file ACORD Form Certificates of Insurance evidencing the minimum insurance coverage required under these specifications and a copy of endorsements to the Contractor's insurance policies that Island County is named "additional insured". To be submitted to Risk Management at Island County, 1 NE 7th Street, Coupeville, WA 98239.

SECTION 1-08 PROSECUTION AND PROGRESS

1-08.5 Times for Completion

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

The work window is from September 19, 2011 through October 15, 2011 for construction of features located waterward of the existing mean higher high water (MHHW) line. Site preparation and other preliminary work may not start prior to Notice to proceed (Sept 19, 2011). All physical work at the site shall be completely finished by the Contractor by October 30, 2011.

Per the Army Corps of Engineers 404 Permit, prior to construction the County shall have a qualified biologist conduct a survey for surf smelt and confirm, in writing, that no surf smelt are spawning in the work area. The County shall flag any areas found to contain surf smelt eggs, and no work shall be performed below the MHHW in the flagged area until the surf smelt have spawned. If no surf smelt are found spawning in the work area the Contractor has one week from the date of the survey to complete work below the MHHW. It may be necessary to conduct more than one survey for surf smelt throughout the project duration.

Substantial completion includes the completion of all work shown on the Plans that is necessary to construct the project. This work includes, but is not limited to completion of all riprap revetment removal, completion of all replacement of driftwood and construction of park access protection, completion of all grading and earthwork shown on the Plans, and removal of all temporary facilities and stockpile areas.

Daily allowable work hours for construction will be limited from 7:00 AM to 6:00 PM Monday through Friday.

1-08.9 Liquidated Damages

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

Island County and the Contractor recognize that time is of the essence and that the project will incur additional costs if the Work is not completed within the time, plus any extensions thereof, allowed in accordance with the Contract. Island County and the Contractor also recognize the inconvenience, expense, and difficulties involved

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in a legal proceeding to prove the additional project cost if the Work is not completed within the time allowed in the Contract. Accordingly Island County and the Contractor agree that as liquidated damages for delay, and not as a penalty, the Contractor shall pay Island County \$1,000 for each working day beyond the Physical Completion Date that the Contractor achieves physical completion of the Work.

SECTION 1-10 TEMPORARY TRAFFIC CONTROL

1-10.3(3)A Construction Signs

This following is added at the end of this section:

The Contractor shall install park closure signs on North Geck Road where it intersects with Jones Road to prevent visitors from entering North Geck Road.

Park closure signs shall say "Park Closed" or "Authorized Personnel Only", and "Hard Hat Area"; and be a minimum of 4 feet by 4 feet.

1-10.3(3)D Barricades

This following is added at the end of this section:

The Contractor shall install barricades on North Geck Road where it intersects with Jones Road to prevent visitors from entering North Geck Road.

SECTION 1-11 SAFETY PRECAUTIONS

The following is a new section:

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the work.

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.

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

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any such incident to Island County and appropriate jurisdictions. Island County shall, at all times, have a right of access to all records of exposure.

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.

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.

Nothing provided in this section shall be construed as imposing any duty upon Island County 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.

SECTION 1-13 TEMPORARY UTILITIES

The following is a new section:

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 onsite.

SECTION 1-14 STAKING

The following is a new section:

The Engineer will stake the locations of principal components of the work, including the salt marsh planting area, park access protection structure, and the construction debris and riprap removal extents.

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 stakes. All surveys needed for construction shall be completed using a professional land surveyor licensed in Washington State.

The Contractor shall be responsible for setting, maintaining and resetting all alignment stakes, slope stakes and grades necessary for the construction of this project.

The Contractor shall provide the Engineer copies of any calculations and staking data when requested by the Engineer.

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The Contractor shall ensure a surveying accuracy within 0.5 feet vertical and horizontal of the specified elevations and control coordinates.

The Contractor will perform volume surveys using a professional land surveyor licensed in Washington State. Calculations of volumes will be provided to Island County and/or the Engineer upon request.

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Related Documents:

- A. Ala Spit Contract Bid Solicitation, Attachment A
- B. WDFW Hydraulic Project Approval (HPA) Permit, Attachment B
- C. Army Corps of Engineers 404 Permit, Attachment C
- D. Inadvertent Discovery Protocol, Attachment D
- E. Island County Prevailing Wage Rates 2011, Attachment E
- F. Federal Fund Information Certification, Attachment F
- G. Plans, available online per Section 1-02.2 of these Special Provisions

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 Standard Specifications Section 1-07.18)

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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 salt marsh vegetation that shall be replanted.

2-01.3(1) Clearing

The following is added at the end of this section:

9. The Contractor shall not disturb or damage existing plant material designated for preservation or salvage. The Contractor shall contact the Engineer prior to continuing clearing activities if there is any conflict between the Plans and field conditions, or if any vegetation designated for preservation needs to be removed or altered to allow construction to continue. All costs of protecting from damage those plants designated to be preserved and salvaged shall be incidental to the bid item “Salt Marsh Vegetation Salvage and Replanting” found in Section 8-02.3(8)A.

If the Contractor removes or damages any existing plant or plants designated for preservation 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 at their expense to a condition similar or equal to that existing before such damage or removal. All replacements shall be inspected and approved of by the Engineer prior to planting. Planting procedures will be subject to approval by the Engineer. All replacements shall be guaranteed to survive in a healthy condition for up to 5 years.

The Contractor shall be responsible for the protection of tops, trunks, and roots of existing trees that are to be preserved; i.e. remain on the project site. Existing trees subject to potential damage during construction 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 to occur near vegetation to be preserved or salvaged.

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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.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

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

This work also includes the temporary removal, staging and replacement of park infrastructure, including signs, rock barriers, and benches; and the removal of existing construction debris, riprap, and concrete bulkhead structure.

2-02.3(4) Salvage Park Infrastructure

This following is a new section:

The Contractor shall temporarily remove, stockpile, and replace park infrastructure, including the beach access sign, the tow sign, rock barriers, and a park bench, that interfere with construction. Sign removal shall include sign boards and posts.

The Contractor shall handle infrastructure using methods which will save all material intact and undamaged. The Contractor shall repair or replace with new material, salvaged material that becomes damaged or destroyed due to Contractor's negligence.

2-02.3(5) Removal of Construction Debris and Riprap

This following is a new section:

The Contractor shall completely remove the construction debris and riprap within the extents as shown on the Plans or discovered during the course of construction, or as directed by the Engineer. Construction debris and Riprap shall be removed according to Section 2-03.1 of these Special Provisions. Prior to removal, salt marsh vegetation shall be removed and replanted in the salt marsh planting area as shown on the Plans and in accordance with Sections 2-01.3(6) and 8-02.3(8)A of these special provisions.

The Contractor shall remove, stockpile, and replace existing drift wood as shown on the drawings. The Contractor shall sequence drift wood removal and replacement with the tides to ensure cleared driftwood is not mobilized from the site. ~~Construction debris shall include any metal debris, concrete debris, and/or any other deleterious material as determined by the Engineer. Construction debris shall be excavated, removed, hauled and disposed of at the Island County Dodge Pit Disposal Site located at the southeast corner of West Troxel Road and Lyon Road, North Whidbey, WA, 98277.~~

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Construction debris shall be excavated, removed, hauled and disposed of at the Island County Dodge Pit Disposal Site located at the southeast corner of West Troxel Road and Lyon Road, North Whidbey, WA, 98277, or may be loaded and hauled for the Contractors use. Construction debris shall be broken up so as to minimize void space in haul trucks; debris shall be maximum 7 feet long in its longest dimension.

Riprap required for the Park Access Protection Structure shall be excavated, removed, salvaged and hauled to the Park Access Protection Structure as shown in the Plans. Riprap shall be segregated and salvaged as it is removed from the revetment. Salvaged riprap meeting the requirements of Section 9-13.1(3) shall be used in the Park Access Protection Structure. The work shall include all labor and machinery needed to ensure riprap is salvaged and segregated from smaller material and to handle and haul riprap to the Park Access Protection Structure as shown in the Plans. Smaller material that cannot be reused in the Park Access Protection Structure shall be disposed of with the construction debris.

In order to verify the removal extents of the construction debris and riprap, the contractor shall pot hole a maximum of 2 holes every 100 feet (of the total length of debris) to a maximum of depth of 5 feet, as directed by the engineer.

Excess riprap not needed for the Park Access Protection Structure may be loaded and hauled for the Contractors use, or hauled and stockpiled at Island County Dodge Pit Disposal Site located at the southeast corner of West Troxel Road and Lyon Road, North Whidbey, WA, 98277.

The Contractor shall restore the removal area to existing elevations and grades as shown on the drawings. Backfill of native material shall be incidental to the work. Imported Fish Mix shall be used as needed to balance remainder of fill required to obtain grades according to Section 2-03.1 of these Special Provisions.

2-02.3(6) Removal of Concrete Bulkhead

This following is a new section:

If Additive Bid Items A and/or B are implemented, the Contractor shall completely remove and dispose of the concrete bulkhead structure and all associated elements of the structure, including buried riprap adjacent to structure, as shown on the drawings. For bidding purposes, the concrete structure and associated elements in Additive Bid Items A and B are assumed to produce total 70 cubic yards of debris.

Concrete bulkhead material shall be excavated, removed, hauled and disposed of at the Island County Dodge Pit Disposal Site located at the southeast corner of West Troxel Road and Lyon Road, North Whidbey, WA, 98277. Concrete bulkhead material shall be broken up so as to minimize void space in haul trucks; debris shall be maximum 7 feet long in its longest dimension.

Extents of buried riprap adjacent to structure are unknown. The Contractor shall remove all buried riprap within excavation extents of bulkhead wall. Riprap shall be

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disposed of with other riprap as indicated in Section 2-02.3(5) of these Special Provisions.

The Contractor shall install the Bulkhead Removal Wingwall as shown on the drawings. If Additive Bid Item A only is implemented, the Bulkhead Removal Wingwall shall be installed at the north end of Section B of the bulkhead wall; If Additive Bid Items A and B are both implemented, the Bulkhead Removal Wingwall shall be installed at the north end of the bulkhead segment to remain.

The Contractor shall restore the disturbed areas and place fish mix as shown on the drawings and per the direction of the Engineer.

2-02.4 Measurement

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

No specific unit of measurement shall apply to the lump sum item "Salvage Park Infrastructure".

~~Removal of Construction Debris and Excess Riprap will be measured by ton delivered to the disposal site. The Contractor shall provide Item Quantity Tickets (Truck tickets) to the Engineer in conformance with Section 1-09.2.~~

Removal of Construction Debris and Excess Riprap will be measured by cubic yard removed from the project site. Removal of Construction Debris and Excess Riprap shall be measured by the end area method, haul load tickets (with a conversion from Tons to CY), comparison of survey before and after earthwork excavations on the project site, or by count of trucks by the Engineer. Measurement method will be agreed upon between the Contractor and Engineer prior to the actual measurement.

Riprap Salvage for Park Access Protection shall be measured by the CY neatline shown on the plans

Removal of Concrete Bulkhead will be measured by linear foot.

2-02.5 Payment

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

"Salvage Park Infrastructure", per lump sum.

~~"Removal of Construction Debris and Excess Riprap", per ton.~~

"Removal of Construction Debris and Excess Riprap", per cubic yard.

The per ~~ton~~ cubic yard unit price for "Removal of Construction Debris and Excess Riprap" shall be full compensation for all costs incurred for excavation, removal, handling, and temporary stockpiling of construction debris and riprap, including segregation of riprap. The price shall also include haul and disposal of construction

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debris and riprap, finish grading of the removal area, and driftwood replacement.

“Riprap Salvage for Park Access Protection”, per cubic yard.

The cubic yard unit price for “Riprap Salvage for Park Access Protection” shall be full compensation for all costs incurred for excavation, removal, handling, and temporary stockpiling and final placement to the neat lines shown on the plans of riprap for use in the Park Access Protection. Placement of riprap in the Park Access Protection Structure shall be paid for under Section 6-19 “Park Access Protection Structure”

“Removal of Concrete Bulkhead”, per linear foot.

The linear foot unit price for “Removal of Concrete Bulkhead” shall be full compensation for all costs incurred for excavation, removal, handling, haul and disposal of the concrete bulkhead wall. Installation of the Bulkhead Removal Wingwall, restoration of the disturbed area, and placement of fish mix shall be incidental to Removal of Concrete Bulkhead.

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, temporary stockpiling and onsite handling requirements of all earthwork including excavation, topsoil stripping, access road excavation, and all related earthworks necessary to remove construction debris, riprap, and concrete bulkhead as shown on the Plans.

Bulk Excavation shall also include placement of native backfill, from the Construction Debris and Riprap Removal and the Concrete Bulkhead Removal, within the removal extents to match existing grades as shown on the Plans or as directed by the Engineer. Imported Fish Mix shall be used as needed to balance remainder of fill required to obtain grades and as shown on the drawings.

Bulk Excavation shall be incidental to Construction Debris and Excess Riprap Removal, Riprap Salvage for Park Access Protection and Concrete Bulkhead Removal.

2-03.4 Measurement

The following is added at the end of this section:

Fish Mix shall be measured per cubic yard of fish mix delivered and installed to the lines and extents shown in the Drawings. Fish Mix shall be measured by the end area method, haul load tickets (with a conversion from Tons to CY), or from comparisons of survey before and after earthwork excavations at the source of material. Measurement method will be agreed upon between the Contractor and Engineer

prior to the actual measurement.

2-03.5 Payment

The following is added at the end of this section:

“Fish Mix”, per cubic yard.

Fish Mix may be purchased from the Island County Sand Pit (Vanderwell Road and E. Henni Road, North Whidbey, WA), and meets the requirements as listed in Section 9-03.11(5) of these Special Provisions.

2-09 STRUCTURE EXCAVATION

2-09.1 Description

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

Structure Excavation shall be Class B, and consists of excavating, segregating, temporary stockpiling, onsite handling, and backfilling of the Park Access Protection structure as shown on the Plans.

2-09.3(1)E Backfilling

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

The Contractor shall backfill the interior of the Park Access Protection Structure and fill the voids between the structure logs as shown on the Plans. Backfill material shall be comprised of salvaged riprap excavated from the Construction Debris and Riprap Removal limits as shown on the plans, matching the requirements described in Section 9-13.8 of these Special Provisions. Salvaged riprap shall be placed in the interior core of the structure, over logs shown on the Plans as embedded, and along the periphery of the structure, as shown on the Plans. Gravel Backfill for Walls shall be placed over all exposed riprap surfaces to chink voids prior to placing native backfill. Gravel backfill for Walls shall meet the requirements of Section 9-03.12(2).

Backfilling the structure shall be incidental to Structure Excavation. Each backfill layer shall be no more than 3 feet thick. The Contractor shall compact each layer of material around the logs using the underside of an excavator bucket and applying pressure to compact material and minimize void space to the satisfaction of the Engineer.

2-09.3(2) Classification of Structure Excavation

This section is supplemented with the following

All excavation associated with Park Access Protection Structure construction, per

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Section 6-19 of these Special Provisions, will be classified as Class B.

2-09.4 Measurement

This section is supplemented with the following:

Structure Excavation, Class B shall be measured by the cubic yard to the neat lines of excavation shown on the Plans.

2-09.5 Payment

This section is supplemented with the following:

“Structure Excavation, Class B”, per cubic yard.

The unit contract price per cubic yard for “Structure Excavation” shall be full compensation for all costs incurred for excavation, topsoil stripping, temporary stockpiling, onsite hauling, and placement and compaction 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 location and orientation of the Park Access Protection Structure, and verify with the Engineer prior to clearing.~~
The Engineer shall stake the location and orientation of the Park Access Protection Structure prior to clearing.

6-19 PARK ACCESS PROTECTION STRUCTURE

The following is a new section:

6-19.1 Description

This work consists of constructing the Park Access Protection Structure at the location and in conformity with the lines and dimensions shown on the Plans, or as established by the Engineer. ~~Park Access Protection Structure construction shall consist of placement of logs, riprap, and crushed gravel.~~ Park Access Protection Structure construction shall consist of placement of logs, riprap, and gravel backfill for walls. This work does not include structure excavation, and backfill.

Detailed drawings and a layering plan for the structure is provided in the Contract Plan set.

6-19.2 Materials

Materials shall meet the requirements of the following sections of these Special Provisions:

Gravel Backfill for Walls	9-03.12(2)
Salvaged Riprap	9-13.8
Logs	9-36.1(1)

6-19.3 Construction Requirements

The Contractor shall not commence construction of the structure until:

- ~~1. The location and orientation of the structure is staked by the Contractor and approved by the Engineer;~~
1. The location and orientation of the structure is staked by the Engineer;.

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2. All necessary temporary erosion and sediment controls are installed and properly maintained, and;
3. All access has been established.

Construction of the Park Access Protection Structure shall be as per the Plans and these Special Provisions. The Plans include log orientations in a sequence of vertical layers. Log and riprap 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 Contractor shall place the logs in each layer in direct contact with the other logs within the structure core in a manner that the upper log acts to pin down the lower log, unless noted otherwise in the Plans.

Each layer shall be inspected by the Engineer. Log 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 shall place log ballast material (salvaged riprap) in the structure around the logs for each layer. Backfill material shall be placed with as few voids as possible. Riprap shall be placed and bucket compacted to achieve as few voids as possible. Native sand backfill shall be placed as shown on the Plans and per Section 2-09.3(1)E of these Special Provisions.

Following the final layer of logs and backfill material, the Contractor shall fill voids in exposed salvaged riprap surfaces with and Gravel Backfill for Walls. The Contractor shall place a final cap of native backfill to a depth of 12 inches. Native sand backfill shall be placed as shown on the Plans and per Section 2-09.3(1)E of these Special Provisions.

The Contractor may place the lower logs "in-the-wet" to minimize water management provided the work area is completely isolated from flow and the water is contained within the structure excavation extents. 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. If dewatering is required to place logs in the structure it shall be considered incidental to the construction of the structure.

6-19.4 Measurement

The Park Access Protection Structure will be measured per lump sum for the structure installed to the requirements in these Special Provisions.

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Logs and Riprap needed for the structure will be salvaged from the Construction Debris and Riprap Removal area and stockpiled onsite.

6-19.5 Payment

“Park Access Protection Structure”, per lump sum.

The unit contract price for “Park Access Protection Structure” shall be full pay for all materials, labor, tools, equipment, and supplies necessary for the assembly and construction of the structure as shown on the Plans excluding Structure Excavation, per Section 2-09 of these Special Provisions, and excluding material costs for logs and salvaged riprap. Payment for placement of logs and riprap shall be incidental to the contract price for the structure.

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DIVISION 8 – MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.3(1)A Submittals

This section is supplemented with the following:

The Temporary Erosion and Sediment Control (TESC) submittal shall include a Water Management Plan (WMP).

The Contractor shall develop, implement, maintain, and regularly update a Project specific WMP. The WMP shall include all materials, equipment, and labor to be used for the duration of the project for water management of surface water required for construction.

The WMP shall include:

1. Name of person who will be responsible for implementing and carrying out plan.
2. Demonstration of compliance with State and local waste disposal, sanitary sewer, or septic regulations.
3. Sequencing, schedule (including tidal cycles and work periods), and materials plans.
4. Methods for preventing or controlling runoff and erosion related to water management, both during and after construction, including:
 - a. Bulk Bag Isolation Dams;
 - b. Silt Curtains;
 - c. Pumps and Appurtenances;
 - d. Buffer zones; and
 - e. Other impacted areas.
5. Contingencies for unexpected high water levels.

The WMP shall be submitted to the Engineer a minimum of 5 working days prior to the installation of any water management components.

8-01.3(1)C Water Management

This section is supplemented with the following:

The Contractor shall also provide and maintain all necessary temporary erosion and sediment control (TESC) measures as required to protect Puget Sound during con-

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struction. If turbidity or sediment from the work area impacts Puget Sound, or violates 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) Temporary Access Road

This following is a new section:

The Contractor shall install a temporary access road to access work areas as shown on the Plans. The temporary access road shall be improved as needed with a 6 inch depth of quarry spalls. The Contractor shall completely remove the temporary access road after construction.

The Contractor shall account for possible saturated soils when constructing salt marsh planting area access.

8-01.3(18) Silt Curtain

This following is a new section:

The silt curtain shall extend down from the water surface to the bottom of the Puget Sound or 6 feet in depth, whichever is less. The floatation curtain shall be adequate to keep the curtain suspended in water.

The bottom anchor must be sufficient to hold the curtain in the same position relative to the bottom of the watercourse, without interfering with the action of the curtain. The anchor may penetrate into the bottom or be weighted.

The silt curtain may be installed in sequence with the work, to isolate the active work area and may be moved as construction progresses to other active work areas.

8-01.4 Measurement

This section is supplemented with the following:

Temporary Access Road will be measured per cubic yard of quarry spalls installed.

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Silt Curtain will be measured per linear foot of silt curtain brought to the site and installed.

No specific unit of measurement shall apply to the lump sum item Erosion Control and Water Pollution Control.

8-01.5 Payment

This section is supplemented with the following:

“Temporary Access Road”, per cubic yard.

“Silt Curtain”, per linear foot of silt curtain brought to the site and installed.

“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.

8-02 ROADSIDE RESTORATION

8-02.1 Description

The first paragraph is deleted and replaced with the following:

This work includes furnishing and placing topsoil, restoring disturbed areas including preparing planting areas, laying out and staking plant locations, performing weed control of planting areas, and performing plant establishment activities. These activities, which shall be performed as necessary to complete planting operations, shall be completed in accordance with these Special Provision, Section 8-02 of the Standard Specifications, and as specified on the Plans, or as directed by the Engineer.

8-02.3(8)A Salt Marsh Vegetation Salvage and Replanting

The following is a new section:

The Contractor shall remove and salvage salt marsh vegetation to provide access for the Construction Debris and Riprap Removal. Salt marsh vegetation shall be removed with roots intact, and with surficial soil intact to a depth of 6 to 12 inches. Salt marsh vegetation shall be replanted in the salt marsh planting area as shown on the Plans.

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Project Biologist shall be onsite during all vegetation salvage activities. The Contractor shall notify the Engineer at least 2 days prior to salt marsh vegetation removal.

8-02.4 Measurement

This section is supplemented with the following:

Salt marsh vegetation replanting will be measured per square yard of salvaged vegetation re-planted.

8-02.5 Payment

This section is supplemented with the following:

"Salt Marsh Vegetation Salvage and Replanting", per square yard.

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DIVISION 9 – MATERIALS

9-03 AGGREGATES

The following is a new section:

9-03.11(5) Fish Mix

Fish Mix shall be clean, naturally occurring, water rounded aggregates that meet the following requirements:

Size Range	Percent Passing
1inch	100%
1/2 inch	80% to 90%
3/8 inch	40% to 80%
Less than 3/8 inch	0% to 40%

Fish Mix from the Island County Sand Pit meets the requirements as listed above.

This following is a new section:

9-13.8 Salvaged Riprap

Salvaged riprap shall be riprap material that is removed during Construction Debris and Riprap Removal activities and shall meet the following requirements:

	Size Range	Maximum Size
20% to 90%	300 lbs and larger (2 cu. Ft. and larger)	
10% to 80%	50 lbs to 1 ton (1/3 cu. Ft. to ½ cu. Yd.)	
10% to 30%	3-inch	50 lbs. (spalls)

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.5(9) SILT CURTAIN

The following is a new section:

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The Silt curtain shall be constructed of 22 oz. vinyl coated fabric with 500 lbs minimum grab tensile strength. Fabric shall meet ASTM D4632. The curtain shall include laced grommets on the lower skirt. Additional laced grommets shall be included as recommended by the manufacturer of the curtain and approved by the Engineer.

The silt curtain shall include an 8-inch diameter minimum floatation boom made of marine-quality expanded polystyrene. The floatation boom shall be adequate to keep the curtain suspended in water. Flotation boom shall be enclosed in fabric pockets on the silt curtain.

Top tension line shall be 5/16" minimum galvanized stainless steel cable with 9,200 lb minimum break strength.

Bottom ballast shall be 1.1 lb/ft enclosed 5/16-inch diameter galvanized steel chain, with minimum 7,500 lb breaking strength.

The connection between sections shall be aluminum collar reinforced quick disconnects and ballast chain ends shackled section to section through laced grommets on lower skirt.

9-36 LOGS FOR PARK ACCESS PROTECTION

The following is a new section:

9-36.1(1) Logs

Logs shall be salvaged from onsite construction activities related to clearing for access and Construction Debris and Riprap Removal. Logs shall be of sound quality and free of insects, rot, and decay.

The Contractor shall coordinate with the Engineer to have salvaged log materials inspected and approved prior to construction of the Park Access Protection Structure.

Log materials shall conform to the size requirements shown on the Plans, where the diameter refers to the minimum diameter measured within 4 feet of the wider end of the log.

Logs with Rootwads shall consist of a trunk section and a flattened root structure containing multiple branches. Logs with Rootwads with a sparse root structure will not be accepted as a Log with Rootwads, but will be acceptable as a Log without Rootwad. Log materials containing intact rootwads as specified on the Plans shall be clean of excessive soil and shall not contain insects, rot, or decay.

~~Logs with Rootwads shall have a minimum dimension from tip-to-tip of the multiple branch root structure of 4 feet for a 12-inch diameter log, 6 feet for an 18-inch diame-~~

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~~ter log and 8 feet for a 24-inch diameter log.~~ The length specified on the Plans for Logs with Rootwads shall be measured from the tip of the root structure to the end of the log.