



**FORMAL BID  
2025-027**

**KITSAP COUNTY PUBLIC WORKS DEPARTMENT,  
CAPITAL FACILITIES DIVISION**

**FOR**

**POINT NO POINT RESTORATION  
AND REPAIR PROJECT**

**RESPONSE DEADLINE:  
JULY 9, 2025 AT 2:00 P.M.**

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**KITSAP COUNTY PUBLIC WORKS WASTEWATER DIVISION**  
**POINT NO POINT RESTORATION AND REPAIR PROJECT**  
**VOLUME 1 OF 3 TABLE OF CONTENTS**

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## **INVITATION TO BID FORMAL BID 2025-027**

### **KITSAP COUNTY PUBLIC WORKS CAPITAL FACILITIES DIVISION POINT NO POINT RESTORATION AND REPAIR PROJECT**

**BID SUBMISSION DATE & TIME**

**July 9, 2025 @ 2:00 p.m.**

**SUBMISSION VIA USPS DELIVERY:**

Kitsap County Purchasing Office  
Attn: Glen McNeill, Purchasing Agent  
614 Division Street MS-7  
Port Orchard, Washington 98366

**SUBMISSION VIA COURIER OR HAND DELIVERY:**

Kitsap County Administration Building  
Purchasing Office, 4th Floor  
Attn: Glen McNeill, Purchasing Agent  
619 Division Street  
Port Orchard, Washington 98366

**BID OPENING TIME & LOCATION**

**July 9, 2025 @ 2:00 p.m.**

Kitsap County Administration Building  
Commissioners Chambers, 3rd Floor  
619 Division Street  
Port Orchard, Washington 98366

**MANDATORY SITE VISIT**

**June 20, 2025 @ 11:00 a.m.**

**SITE VISIT MEETING LOCATION:**

Kitsap County  
Point No Point Park  
9009 Point No Point Rd NE  
Hansville, Washington 98340

**ENGINEERS ESTIMATE:**

**\$1,250,000**

**WRITTEN QUESTIONS DUE:**

**June 26, 2025 @ 2:00 p.m.**

*Email only to Purchasing Agent below*

**PURCHASING AGENT:**

Glen McNeill, Purchasing Agent  
Phone: (360) 337-4789  
Email: [purchasing@kitsap.gov](mailto:purchasing@kitsap.gov)  
Website: [www.kitsapgov.com/das/Pages/Online-Bids.aspx](http://www.kitsapgov.com/das/Pages/Online-Bids.aspx)

The Kitsap County Board of Commissioners will receive sealed bids for the construction of the **Point No Point Phase 2 Restoration and Repair Project** until the time and date indicated above. Bids will be received, publicly opened, and read aloud at the location described above. Instructions for the delivery of bids are contained in the Special Provisions for the Project. Prospective Bidders are hereby notified that they are solely responsible for ensuring timely delivery of their bid to the Kitsap County Purchasing Office on or before the bid submission date and time indicated above.

Principal items or elements of construction include:

- Import and place beach nourishment materials (medium to coarse sand) in the shoreline area and nearby uplands to create protective foredunes;
- Procure and install plantings in public areas between NE Point No Point Road and Admiralty Inlet;
- Procure and install subsurface layers of biodegradable coir mats at the highest elevations of the beach nourishment placement area (foredune area) to slow erosion while native vegetation gets established;
- Demolish and replace the concrete curb at the parking area;
- Import and place rounded beach cobble at the waterward of the parking area structural elements;
- Remove, stockpile, import and replace the armor rock revetment in the Park and lighthouse area; and
- Import and place beach nourishment materials in the east beach area.

## **INSTRUCTIONS:**

**SITE VISIT.** A mandatory pre-bid site visit will be held at the location described above. The purpose of this site visit is to familiarize bidders with the environment in which the services under this solicitation will be provided. This will be the only tour of the site.

Oral statements or instructions made during the site visit will not constitute an amendment to this solicitation. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy must be submitted in writing via email to the Purchasing Agent.

Attendance at the site visit must/should be prearranged with the Purchasing Agent and is limited to a maximum of two (2) representatives from each bid team. Attendees planning to attend shall email the full name of attendees to the Purchasing Agent a minimum 48-hours in advance.

**COMMUNICATION.** All communication concerning this solicitation, including but not limited to questions about the bid process, the contract terms and conditions, how to obtain copies of the bid documents, and/or questions resulting from attendance at the pre-bid site visit, must be directed via email only to Kitsap County's Purchasing Agent at [purchasing@kitsap.gov](mailto:purchasing@kitsap.gov). Questions will be accepted until June 26, 2025 at 2:00 p.m. All correspondence related to this solicitation should refer to the solicitation number and page. Bidders are responsible for asking any questions they may have; failure to do so will not relieve the Bidders of any responsibilities under this solicitation or any subsequent contract. Bidders may only rely on written answers issued by the Purchasing Agent. Substantive questions and answers will be posted as addenda on the Kitsap County website. It is the responsibility of the bidder to assure that they received responses to questions if any are issued. Oral communications are unofficial and nonbinding on the County. Questions to or communications with other Kitsap County staff may disqualify bidders from the evaluation process. Bid documents may be found on the Kitsap County Website [www.kitsapgov.com/das/Pages/Online-Bids.aspx](http://www.kitsapgov.com/das/Pages/Online-Bids.aspx).

**ADDENDA.** The County will issue a written addendum if it changes, revises, deletes, clarifies, increases, or otherwise modifies the solicitation. All addenda and appendices will be published on the Kitsap

County website. It is the bidder's responsibility to check for addenda and appendices. Bidders shall acknowledge receipt of all addenda and complete and submit all solicitation appendices with the offer. Bidders that do not comply with this section may be rejected as non-responsive.

**SUBMISSION.** Each bid proposal shall be submitted in hard copy format, completely sealed in a separate envelope, properly addressed as stated above, with the name and address of the bidder and the name of the project and solicitation number plainly written on the outside of the envelope. Three (3) paper copies of the bid proposal must be provided.

All bids shall be accompanied by:

- County Bid Proposal – as published in Invitation to Bid
- Signed acknowledgment of receipt of all addenda
- Surety company Bid Bond on an approved form, certified check, or cashier's check payable to Kitsap County in an amount not less than five percent (5%) of the Bid Proposal
- Subcontractor's List
- Bidder Information
  - Bidder Responsibility Checklist
  - Subcontractor Responsibility Checklist
- Non-Collusion Affidavit
- Certification of Compliance with Wage Payment Statutes

All of the above items must be complete in all respects, including signatures (notarized where required). Kitsap County reserves the right to award the bid in a manner and on a basis which will best serve the County, taking into consideration the Bidder Responsibility Statement included with the bids, the requirements of the Project Specifications herein, and the Contract Documents, and applicable procurement law.

**WAIVERS AND REJECTION.** Kitsap County reserves the right to reject any and all bids and to waive informalities or irregularities. Bids received after the time set for submission of bids will not be considered. The County in its sole discretion also retains the absolute right without penalty to withdraw and/or amend all or any portion of this solicitation at any time, for any reason and no reason, up to contract execution. If there is any conflict between amendments, or between an amendment and the solicitation documents, whichever document was issued last in time shall control. The County may at any time reject all or part of any offer as non-responsive for any of the following reasons: 1) late or incomplete offer; 2) noncompliance with any part of the solicitation; 3) inaccurate, misleading, exaggerated, or false information; or 4) failure to respond to every solicitation item or to provide all information requested.

**Bids are likely to be rejected if the lowest, responsible, responsive Bid received exceeds the Engineer's estimate by an unreasonable amount.**

**WITHDRAWAL OF BID.** Bidders may modify or withdraw a submitted bid prior to the due date and time. A request to modify or withdraw must be in writing, signed by an authorized representative of the bidder, and submitted to the Purchasing Agent. Faxed withdrawals will NOT be accepted. A withdrawn bid may be resubmitted prior to the offer due date and time. Negligence in preparing a bid confers no right of withdrawal or modification after the due date and time.

**BOND FORFEIT.** Should the successful bidder fail to enter into a contract with the County in accordance with the Bid and furnish all documents and bonds required within the time frames stated in the



specifications, the bid proposal deposit or bond shall be forfeited to Kitsap County.

**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION.** Pursuant to RCW 39.19, it is the policy of Kitsap County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Kitsap County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises. Bidders are encouraged to utilize qualified, local businesses in Kitsap County and Washington State where cost effectiveness is deemed competitive. In addition, bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

**LIABILITY FOR ERRORS.** While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the bidder from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.

**PREPARATION COSTS.** The County is not liable for any costs incurred by the bidder in preparing, evaluating, submitting, developing, demonstrating, presenting, negotiating, or providing a response, and/or samples for this solicitation. All such activities are done at the bidder's own expense. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

**ACCEPTANCE IS NOT BINDING.** Acceptance of an offer does not bind the County until the offer is approved by the appropriate County level of authority and a contract is executed by both parties.

**BRAND NAMES AND EQUIVALENTS.** References to manufacturers, trade names, brand names or catalog numbers in the solicitation are intended to be descriptive, not restrictive, unless otherwise stated, and are intended to indicate the level of quality, design, or performance desired. Any offer which proposes equal or greater quality, design or performance may be considered. Offers based on equivalent products must clearly describe the alternate offered and indicate how it differs from the product specified; and, include complete and sufficient descriptive literature and/or specifications to enable a full and fair determination as to whether the proposed alternate will be equal to or better than the product named in the solicitation. The County has the sole authority to accept or reject any like item and may require the bidder to provide additional information and/or samples. If the bidder does not specify otherwise, it is understood that the referenced brand will be supplied.

**SPECIFICATIONS.** The apparent silence of the Specification as to any detail shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications shall be made based on this statement.

**DESCRIPTIVE LITERATURE.** All bids shall include complete manufacturer's descriptive literature regarding the equipment, goods and/or services proposed to be furnished. Literature shall be sufficient in detail to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

**CONFLICT OF INTEREST.** Bidders shall disclose whether the bidder is an immediate family member of or engaged in any business enterprise with a County employee, or elected or appointed official with authority to award the solicitation. Such disclosure shall be identified in writing in the bid proposal.

**GRATUITIES AND KICKBACKS.** The bidder and any employee or agent thereof is prohibited from soliciting, accepting, offering, or giving, or agreeing to solicit, accept, offer, or give, any gratuity, service, or reward, including an offer of employment, with the purpose of or in a manner that would influence any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or

purchase request, to influence the content of any specification or procurement standard, or to influence any investigation, audit, proceeding or application, request for ruling, determination on a claim or controversy, or other matter related to or associated with this solicitation.

**NOTICE.** Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.

**REFERENCE CHECKS.** The County may conduct reference checks to verify the bidder's past performance. Reference checks indicating poor or failed performance may be cause for rejection. Failure to provide requested reference contact information may result in the bid being non-responsive. The County reserves the right to obtain reference checks, other than those provided by the bidder, relevant to the services to be provided and the prospective working relationship between the County and the bidder.

**PERSONNEL.** It is essential the bidder provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this solicitation. The bidder agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the County.

**PROTESTS.** Protests of this solicitation must follow RCW 39.04.105.

**BIDDERS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION AND TO REVIEW AND UNDERSTAND THE CONDITIONS, REQUIREMENTS, AND CONTRACTOR RESPONSIBILITIES OUTLINED IN THIS INVITATION TO BID.**

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## **BID PROCEDURES AND CONDITIONS**

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## **BID PROPOSAL**

TO: Kitsap County Board of Commissioners  
614 Division Street  
Port Orchard, WA 98366 Board of Commissioners:

Board of Commissioners:

The undersigned bidder agrees, if this bid is accepted, to enter into a contract with the Contracting Agency, in the form included in the specifications to perform and furnish the work as specified or indicated in the bidding documents for the bid price and within the bid times indicated in this bid and in accordance with the other terms and conditions of the contract documents.

In submitting this bid, bidder represents, as more fully set forth in the contract, that:

1. This bid will remain subject to acceptance for sixty (60) days after the day of bid opening. The County retains the right to request the apparent low bidder extend the award period or adjust their price accordingly. If an adjustment is requested, the County reserves the right to request the same adjustment from other bidders.
2. The Contracting Agency has the right to reject this bid.
3. Bidder will sign and submit the contract attached hereto with all bonds and other documents required by the bidding requirements within ten (10) days after the date of County's Notice of Award.
4. Bidder has examined copies of all the bidding documents.
5. Bidder has made sufficient examination and has investigated and is satisfied as to the conditions to be encountered, the character, quantity, quality and scope of work, the quantities and qualities of materials to be supplied and equipment and labor to be used, and the requirements of the contract and proposal submitted, including all addenda for performance of the work.
6. Bidder has visited the jobsite and is completely familiar with the existing conditions, concurrently scheduled construction, access, staging and site limitations, and has made allowances for those conditions in their bid.
7. Bidder is familiar with all federal, state, and local laws, ordinances and regulations, which in any manner might affect those engaged or employed in the work, the materials, equipment, or procedures used in the work, or which in any other way, might affect the conduct of the work. The Bidder is assumed to be familiar with such laws and regulations, and no plea of misunderstanding or ignorance of the law will be considered.
8. Bidder has correlated the information known to bidder, information and observations obtained from visits to the site, reports and drawings identified in the bidding documents and additional examinations, investigations, explorations, tests, studies, and data with the bidding documents.
9. Bidder agrees that the work will be completed within the time period established in the Contract Document (see Section 1-08.5 of the WSDOT Special Provisions) from the date of Notice to Proceed.
10. The bidder has determined from careful examination the methods; materials, labor and equipment required to perform the work in full and shall reflect the same in his bid price. If, during the performance of the work, methods, materials, labor, or equipment required are beyond those anticipated by the bidder, the Bidder will not be entitled to additional compensation except as may be provided for elsewhere in these specifications.

**Bidder has received the following addenda, receipt of which is hereby acknowledged:**

DATE	NUMBER
_____	_____
_____	_____
_____	_____
_____	_____

**SUMMARY OF BID DOCUMENTATION:**

It is mandatory that each bidder complete and submit with its bid, documentation required by the contract documents, including, but not limited to the following:

- Bid Proposal
- Bid Bond
- Subcontractor's List
- Bidder Information
  - Bidder Responsibility Checklist
  - Subcontractor Responsibility Checklist
- Non-Collusion Affidavit
- Certification of Compliance with Wage Payment Statutes

**BASIC BID:**

Pursuant to and in compliance with the advertisement for bids and other documents relating thereto, the undersigned Bidder hereby certifies having carefully examined contract documents entitled **Point No Point Phase 2 Restoration and Repair Project** as well as conditions affecting the work, and is familiar with the sites; and having made the necessary examinations, here proposes to furnish all labor, materials, equipment, and services necessary to complete the work in strict accordance with the above named documents for an amount computed upon the basis of the quantity of work actually performed at the Bid prices set forth herein.

The Bidder certifies that the cost of all labor, equipment, plants, materials, including overhead and profit, necessary for proper completion of the work shall be included in the prices for the various bid items.

NOTE: UNIT PRICES FOR ALL ITEMS, ALL EXTENSIONS, AND THE TOTAL AMOUNT OF BID MUST BE SHOWN. All prices shall be in legible and written in ink or typed. The proposal shall include: a unit price for each item (omitting digits more than four places to the right of the decimal point); an extension for each unit price (omitting digits more than two places to the right of the decimal point); and the total contract price (the sum of all extensions). The unit prices for all bid items shall govern.

The Bidder shall bid on all alternates and/or schedules as they are fully considered in making award. If a bidder fails to bid an alternate or schedule, or if he or she notes "no bid," it will be construed as meaning there will be no change in the contract amount and that the alternate or schedule is included in the contract amount.

Descriptions for measurement and payment for the following Bid items are included in Section 1-09 of the WSDOT Special Provisions.

## BID SCHEDULE

### SCHEDULE A – POINT NO POINT PHASE 2 RESTORATION AND REPAIR PROJECT

Item No.	Est. Quantity	Unit Price (in Numbers)	Extended Amount (Qty x Unit Price) (in Numbers)
1.01	MOBILIZATION AND DEMOBILIZATION	1 LS	\$
1.02	SURVEYING AND RECORD DRAWINGS	1 LS	\$
1.03	TEMPORARY EROSION AND SEDIEMENT CONTROL	1 LS	\$
1.04	REMOVAL OF FOUNDATION (CONCRETE CURB WALL, TIMBER CRIB WALL)	160 LF	\$
1.05	REMOVAL OF PERMEABLE BRICK PAVERS	2,780 SF	\$
1.06	EXCAVATE SUBGRADE SOIL (ALLOWANCE)	650 CY	\$
1.07	DISPOSAL OF UNSUITABLE OR EXCESS SUBGRADE SOIL (ALLOWANCE)	750 TON	\$
2.01	PLACE GEOBAG SAND	1 LS	\$
2.02	PROCURE AND PLACE BEACH NOURISHMENT MATERIAL (ALLOWANCE)	4,325 CY	\$
2.03	PROCURE AND PLACE DUNE COIR MATTING	1,160 SY	\$
2.04	REMOVE AND REPLACE LARGE WOOD	1 LS	
3.01	DEMOLISH AND DISPOSE OF CONCRETE RUBBLE AND SHORELINE DEBRIS	12 TON	\$
3.02	DEMOLISH AND DISPOSE OF ARMOR ROCK (ALLOWANCE)	170 TON	\$
3.03	DEMOLISH AND RE-PLACE ARMOR ROCK (ALLOWANCE)	350 CY	\$
3.04	PROCURE AND PLACE FILTER ROCK	220 CY	\$
3.05	PROCURE AND PLACE ARMOR ROCK	530 CY	\$



3.06	PROCURE AND PLACE CHINKING ROCK	90 TON	\$	\$
3.07	REPAIR PERMEABLE BRICK PAVER AREA	2,780 SF	\$	\$
4.01	FURNISH AND PLACE COBBLE	235 CY	\$	\$
4.02	FURNISH AND INSTALL CONCRETE CURB WALL	135 LF	\$	\$
4.03	FURNISH AND INSTALL CONCRETE WHEEL STOPS	12 EA	\$	\$
5.01	TOPSOIL A MATERIAL	290 CY	\$	\$
5.02	PROCURE AND PLACE COMPOST	85 CY	\$	\$
5.03	FURNISH AND PLANT TREES AND SHRUBS (5 GAL)	68 EA	\$	\$
5.04	FURNISH AND PLANT SHRUBS (2 GAL)	217 EA	\$	\$
5.05	FURNISH AND PLANT SHRUBS (1 GAL)	136 EA	\$	\$
5.06	FURNISH AND INSTALL GROUNDCOVER (4-INCH POTS)	995 EA	\$	\$
5.07	FURNISH AND INSTALL GROUNDCOVER (10 IN-CU PLUGS)	12,095 EA	\$	\$
5.08	FURNISH AND INTSTALL COIR LANDSCAPE FABRIC	575 SY	\$	\$
5.09	FURNISH AND INSTALL DUNE FENCE	200 LF	\$	\$
5.10	FURNISH AND INSTALL CRUSHED SURFACING TOP COURSE	46 CY	\$	\$
5.11	FURNISH AND INSTALL CRUSHED GRAVEL	23 CY	\$	\$
<b>Subtotal of Base Bid Items</b>			\$	\$
<b>Sales Tax @ 9.2%</b>			\$	\$
<b>Total for Base Bid – Point No Point Phase 2 Restoration and Repair</b>			\$	\$

CY = Cubic Yard  
EA = Each  
LF = Linear Foot  
LS = Lump Sum

SF = Square Foot  
SY = Square Yard  
TON = Ton

**SALES TAX:**

All work identified in the bid schedule is subject to collection of Washington State sales tax on the Contract Price. Bidders should contact the Washington State Department of Revenue for further clarification of sales tax rules. If the project extends through a sales tax increase, the Contractor will be allowed a commensurate increase in the sales tax and adjustment in the contract amount. However, the Contracting Agency will not adjust payment if the Bidder bases a Bid on a misunderstood tax liability.

**AWARD OF SCHEDULES:**

The Proposal may contain multiple schedules to assist the County in tracking the costs associated with separate components of the overall project. The intent of the County is to award a Contract for all schedules to the lowest responsive and responsible bidder provided the Bid has been submitted in accordance with the requirements of these specifications. However, the County reserves the right to award any of the schedules singularly or in combination thereof. Failure to complete all schedules in their entirety will result in the bid being non-responsive. The sum of all schedules will be used to determine the lowest responsible bidder.

**OPENING OF BIDS:**

Bids received prior to the time of opening will be kept unopened and secured until the time of the bid opening as specified in the Advertisement for Bids. No bid received thereafter will be considered. No responsibility will attach, and bidders waive any and all complaints against the County for premature opening of an improperly addressed or identified bid.

At the time and place fixed for the opening of bids, every bid received within appropriate time will be opened and publicly read aloud.

The County reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Invitation to Bid. Postponement notices shall be mailed to bidders in the form of addenda.

The County may reject all bids if they exceed budgeted cost or the County may negotiate bid pricing with the apparent low responsive bidder including changes in the plans and specifications, to bring the bid within budgeted cost.

**CONTRACT AND BOND:**

If notified of the acceptance of this bid within sixty (60) days of the time set for opening of bids, the undersigned agrees to execute a contract for the above work, for a compensation computed from the above-stated sums, on the Contract Form bound with the specifications and to furnish a bond as required by the specifications on the form bound therein.

**BID BOND:**

It is agreed that if the undersigned fails to execute the Contract and furnish the performance and payment bonds within ten (10) days after written notice of award of Contract, then the Bid Bond shall be retained by the County as liquidated damages. If this bid is not accepted within sixty (60) days after the time set for the opening of bids, or if the undersigned delivers said Contract and bonds in a timely manner, then the check or cash shall be returned, or the Bid Bond shall become void.

**SIGNATURE**

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

**END OF BID PROPOSAL**

**BID BOND  
2025-027**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_, hereinafter called the Principal, and \_\_\_\_\_, hereinafter called the Surety, are jointly and severally held and firmly bound unto the Kitsap County Department of Public Works, hereinafter called the Owner, each in the sum of five percent (5%) of the total amount of the Bid of the Principal for the work, this sum not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_) of lawful money of the United States for the payment thereof unto the Owner, the Principal, and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Obligee's contract for construction of: **Point No Point Phase 2 Restoration and Repair Project**.

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the contract, and if the Principal, within the time specified in the bid for such contract, enters into, executes, and delivers to the Owner an agreement in the form provided herein complete with evidences of insurance, and if the Principal within the time specified in the bid gives the Performance and Payment Bond on the form provided herein to the Owner, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Owner the sum set forth above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, and the Owner and their respective heirs, executors, administrators, successors, and assigns.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

*Contractor's Corporate Seal*

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Signature for Principal

\_\_\_\_\_  
Title of Signatory

*Surety's  
Corporate Seal*

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Signature for Surety

\_\_\_\_\_  
Title of Signatory

**END OF BID BOND**

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## **SUBCONTRACTORS LIST**

Each Bidder is advised of the requirements of Washington Law, RCW 39.30.060. Pursuant to Title 39 of the Revised Code of Washington, each bidder is required to submit as part of the bid or within one hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of heating, ventilation, and air conditioning; plumbing as described in RCW 18.106 and electrical as described in RCW 19.28 or to name itself for the work. Additionally, each bidder is required to submit as part of the bid or within 48-hours after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of structural steel and rebar. The Bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. Failure of the bidder to submit the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the bidder's bid non-responsive and, therefore, void.

**List subcontractors appropriately**

### **CONCRETE CURB WALL INSTALLATION**

Subcontractor Name: \_\_\_\_\_

**OTHER SUBCONTRACTORS** (whose work is equal to or greater than 10% of the bid) (Note: This is required by this contract and not RCW 39.30.060)

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**[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]**

**END OF SUBCONTRACTORS LIST**

## BIDDER INFORMATION

Contracting Firm Name:
Number of Years Contractor has been in the construction business under its present firm name:
Present gross dollar amount of work under contract:
Present gross dollar amount remaining to be completed of work under contract:
General type of work performed by firm:

List the five major pieces of equipment to be used on this project:	Owned	Leased	Rented
1.			
2.			
3.			
4.			
5.			

List the name of the Project Manager and Superintendent responsible for this project	# of Years with Firm
Name of Project Manager:	
Name of Superintendent:	

Bank Reference:
Have you changed bonding companies within the last three years?
If so, why? (Optional)

Have you ever been sued by the client, or have you ever sued the client on any public works contract for a special purpose district, municipality, county, or state government? \_\_\_\_\_

For what reason? \_\_\_\_\_

\_\_\_\_\_

Disposition of case, if settled: \_\_\_\_\_

\_\_\_\_\_

Do you have any outstanding payments due to the Department of Revenue? \_\_\_\_\_

If yes, describe the plan to address those payments. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder agrees that the County shall retain the right to obtain any and all credit reports.

( ) \_\_\_\_\_

Yes      Signature

In the last 5 years, has the Bidder had a three-year average Experience Modification Rate (EMR) no greater than 1.1 (Include EMR documentation)?

( ) \_\_\_\_\_

Yes/No      Signature

Does the Bidder have sufficient bonding capacity?

( ) \_\_\_\_\_

Yes/No      Signature

The Bidder shall include with their Bid a notarized statement from an admitted and Washington State approved surety insurer, which states that Bidder's current bonding capacity is sufficient for this project.

In the last five (5) years, has the Bidder had their Contractor's license revoked?

( ) \_\_\_\_\_

Yes/No      Signature

In the last five (5) years, has the Bidder been "defaulted" or "terminated" by an owner (other than for convenience of the owner)?

( ) \_\_\_\_\_

Yes/No      Signature



In the last five (5) years, has the Bidder been convicted of a crime involving the awarding of a contract of a government (local, state, or federal) construction project or the bidding or performance of a government construction contract?

( ) \_\_\_\_\_

Yes/No      Signature

In the last five (5) years, has the Bidder been found guilty in a criminal action, for making any false claim or material misrepresentations to any public agency or entity?

( ) \_\_\_\_\_

Yes/No      Signature

In the last five (5) years, has the Bidder been convicted of a crime involving any federal, state or local law related to construction, including acts of dishonesty?

( ) \_\_\_\_\_

Yes/No      Signature

**[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]**

## BIDDER RESPONSIBILITY CHECKLIST

The following checklist will be used to document that the Bidder meets the bidder responsibility criteria. Please print a copy of documentation from the appropriate website to be included with the submittal.

General Information	
Project Name: Point No Point Phase 2 Restoration and Repair Project	Formal Bid Contract Number: 2025-027
Bidder's Business Name:	Bid Submittal Deadline:
Contractor Registration	
License Number:	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
Contractor Infraction List	
Is Bidder on Infraction List? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Current UBI Number	
UBI Number:	Account Status: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage	
Account Number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number	
Employment Security Department Number:	
Provide a copy of latest correspondence containing bidder's account number with Employment Security Department. Do not provide document containing personal information such as social security numbers.	
State Excise Tax Registration Number	
Tax Registration Number:	Account Status: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Not Disqualified from Bidding	
Has the Bidder been listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries in the last two (2) years? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Bankruptcy	
Has the Bidder declared Bankruptcy in the last five (5) years? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Information Supplied by:	
Print Name of Bidder Representative:	Date:

**[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]**

## SUBCONTRACTOR RESPONSIBILITY CHECKLIST

The following checklist will be used to document that the Bidder meets the mandatory bidder responsibility criteria. Please print a copy of documentation from the appropriate website to be included with the submittal.

General Information	
Project Name: Point No Point Phase 2 Restoration and Repair Project	Formal Bid Contract Number: 2025-027
Subcontractor's Business Name:	Subcontract Execution Date: July 9, 2025
Contractor Registration	
License Number:	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Subcontract Bid Submittal Deadline):	Expiration Date:
Contractor Infraction List	
Is Subcontractor on Infraction List? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Current UBI Number	
UBI Number:	Account Status: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage	
Account Number:	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number	
Employment Security Department Number:	
Please provide a copy of latest correspondence containing subcontractor's account number with Employment Security Department. Do not provide document containing personal information such as social security numbers.	
State Excise Tax Registration Number	
Tax Registration Number:	Account Status: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Not Disqualified from Bidding	
Is the Subcontractor listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Checked by:	
Name of Employee:	Date:

**[THIS FORM SHALL BE COMPLETED IN FULL FOR EACH SUBCONTRACTOR AND SUBMITTED WITH THE BID PROPOSAL]**

## NON-COLLUSION AFFIDAVIT

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of this proposal to Kitsap County for its consideration in the award of the contract.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
By (Signature)

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐ Other ☐

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
State of Washington Contractor's Number

STATE OF WASHINGTON)

( \_\_\_\_\_ ) SS.  
COUNTY OF KITSAP)

On this day personally appeared before me \_\_\_\_\_ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington, residing at

\_\_\_\_\_  
My Commission Expires:\_\_\_\_\_

**[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]**

**END OF NON-COLLUSION AFFIDAVIT**

**CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date of June 12, 2025, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

---

Bidder's Business Name

---

Signature of Authorized Official\*

---

Printed Name

---

Title

---

Date

---

City

---

State

*Check One:*

Sole Proprietorship ☐      Partnership ☐      Joint Venture ☐      Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

---

If a co-partnership, give firm name under which business is transacted:

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*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co- partnership, proposal must be executed by a partner.*

**[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]**

**END OF CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**

## BIDDER'S CHECKLIST

NOTE: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and by the Successful Bidder after notification of award and is not intended to be all-inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the P Contract Documents and proper completion and submission of the Bid.

1. Contract Documents thoroughly read and understood. \_\_\_\_\_
2. Attend pre-bid conference. \_\_\_\_\_
3. All blank spaces in proposal filled in, preferably in black ink. \_\_\_\_\_
4. Receipt of all addenda acknowledged. \_\_\_\_\_
5. Review of geotechnical information acknowledged. \_\_\_\_\_
6. Bid Form and other documents are signed by authorized officer. \_\_\_\_\_
7. Prices computed and presented correctly. \_\_\_\_\_
8. Subcontractors are named as indicated in the Contract Documents. \_\_\_\_\_
9. The following documents, to be submitted with the bid, completed, signed, and dated as applicable. \_\_\_\_\_
  - a. Bid Proposal \_\_\_\_\_
  - b. Bid Bond \_\_\_\_\_
  - c. Subcontractors List \_\_\_\_\_
  - d. Bidder Information \_\_\_\_\_
    - Bidder Responsibility Checklist \_\_\_\_\_
    - Subcontractor Responsibility Checklist \_\_\_\_\_
  - e. Non-Collusion Affidavit Certificate \_\_\_\_\_
  - f. Certification of Compliance with Wage Payment Statutes \_\_\_\_\_
10. Bid documents submitted in sealed envelope and properly labeled. \_\_\_\_\_
11. The following documents shall be executed and complied with after the contract is awarded: \_\_\_\_\_
  - a. Capital Projects Contract Agreement \_\_\_\_\_
  - b. Performance and Payment Bond \_\_\_\_\_
  - c. Insurance Certificates \_\_\_\_\_

**END OF BIDDER'S CHECKLIST**

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## **CONTRACT REQUIREMENTS**



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**CONTRACT NO. KC-2025-027**  
**CAPITAL PROJECTS CONTRACT AGREEMENT**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 between Kitsap County, a Washington State political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 ("County"), and [CONTRACTOR], a [State] state [CONTRACTOR TYPE], having its principal offices at [CONTRACTOR ADDRESS] ("Contractor").

WHEREAS, the Contracting Agency desires to construct the **Point No Point Phase 2 Restoration and Repair Project** and

WHEREAS, the Contractor has been selected by competitive bid as the responsible bidder with the lowest responsive bid as is required by Chapter 39.04 RCW.

THEREFORE, in consideration of the terms and conditions of this Contract, the County and the Contractor mutually agree as follows:

**1. CONTRACT DOCUMENTS**

The Agreement between the parties is expressed in the Contract Documents, which include the Invitation to Bid; the accepted Bid Proposal; the Bid Bond; the Subcontractor's List; the Bidder Information; the Non-Collusion Affidavit; the Performance and Payment Bond; the Special Provisions; the Project Drawings; the Standard Specifications and Standard Plans; the Storm Water Pollution Prevention Plan; the Project Permits; and this Agreement.

**2. DESCRIPTION OF THE WORK**

This contract provides for the construction of an armor rock revetment, protective foredunes, and repairs to the parking area in accordance with the Contract Documents entitled "**Point No Point Phase 2 Restoration and Repair Project**." Contractor agrees to furnish all material, labor, carriage, tools, equipment, apparatus, facilities, and anything else necessary to complete the work in a professional and workmanlike manner.

The Contractor shall complete its Work in a timely manner and in general accordance with the agreed schedule submitted by the Contractor and approved by the Contracting Agency.

**3. NOTICE TO PROCEED**

The County shall issue a Notice to Proceed after the execution of the Contract and receipt of all necessary required documents, including, where applicable, Performance and Payment Bond, a copy of insurance policies and/or any and all Certificates of Insurance and Additional Insured Endorsements. The Notice to Proceed shall provide the Start Date.

**4. TIME IS OF THE ESSENCE; LIQUIDATED DAMAGES**

The Contractor agrees to work promptly and to fully complete the Work within the time limits as described in the Contract Documents. Failure to complete within the allowed time limit will subject the Contractor to Liquidated Damages, as described in Section 1-08.9, Liquidated Damages, of the Contract Documents.

**5. TIME FOR COMPLETION**

Time is of the essence in the performance of this Contract. The Contractor agrees to work promptly and fully complete the work within the limits as described in the Contract Documents. Failure to complete the work within the allowed time limit as described in Section 1-08.5 of the Special Provisions will subject the Contractor to the payment of liquidated damages as described in Section 1-08.9 of the Standard Specifications and the Special Provisions.

**6. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a representative. Each party may change its representative upon providing written notice to the other party. These representatives will be:

County's Contract Representative

Name: Jessie Sampayan  
Title: Project Manager  
Address: 614 Division Street, MS-26, Port Orchard, WA 98366-4699  
Phone: (360) 710-2203  
Email: jsampayan@kitsap.gov

Contractor's Contract Representative

Name: [Contractor Rep Name]  
Title: [Contractor Rep Title]  
Address: [Contractor Rep Addr]  
Phone: [Contractor Rep Phone]  
Email: [Contractor Rep Email]

All instructions, modifications, and changes to the Contract shall be conveyed to the Contractor through the Contracting Agency's Representative. Any work executed upon the direction of any person or entity other than the Contracting Agency's Representative may be considered defective and will be performed without reimbursement for said work to the Contractor. The Contracting Agency's Representative shall have the authority to reject any and all nonconforming or defective work under the Project Documents.

**7. PREVAILING WAGES**

Contractor shall be responsible for complying with the prevailing wage requirements associated with RCW Chapter 39.12 and WAC 296-127 as further described in Section 1-07.9 of the Standard Specifications and the Special Provisions.

**8. PERFORMANCE AND PAYMENT BOND**

Contractor agrees to provide a Performance and payment Bond as described in Section 1-03.4 of the Standard Specifications as amended by the Special Provisions.

**9. HOLD HARMLESS AND INDEMNIFICATION**

The Contractor shall hold harmless, indemnify and defend the Contracting Agency, Engineer, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of the services rendered under this contract by the Contractor, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable. Provided however, that the Contractor's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the Contracting Agency, its officers, officials, employees, or agents. Provided further, that in the event of the concurrent negligence of the parties, the Contractor's obligations hereunder shall apply only to the percentage of fault attributable to the Contractor, its employees, agents, or subcontractors.

In any and all claims against the Contracting Agency, Engineer, its officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Worker's Compensation acts, disability benefit acts, or other

employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Contractor makes with any subcontractor or agent performing Work hereunder.

The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

**10. INSURANCE**

Contractor agrees to comply with the insurance requirements described in Section 1-07.18 of the Special provisions.

**11. TERMINATION**

This contract may be terminated by the officials or agents of the County authorized to contract for or supervise the execution of such work in accordance with Section 1-08.10 of the Standard Specifications as amended by the Special Provisions.

**12. NON-WAIVER OF RIGHTS**

The parties agree that the excuse or forgiveness of performance or waiver of any provisions of this Contract does not constitute a waiver of such provisions for future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

**13. INDEPENDENT CONTRACTOR**

The Contractor shall perform this Contract as an Independent Contractor and not as an agent, employee, or servant of the Contracting Agency. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. Contractor shall comply with all laws regarding workers' compensation.

The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract. Furthermore, the Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Contracting Agency, unless otherwise directed by the terms of this Contract.

The Contractor agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the Contracting Agency's Representative or designee.

**14. NONDISCRIMINATION**

The Contractor, its assignees, delegates, or subcontractors in the performance of this Contract shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88 354 and Americans with Disabilities Act of 1990.

**15. CHOICE OF LAW, JURISDICTION AND VENUE**

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this contract or any provisions thereof shall be instituted as provided for in RCW 36.01.050. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Washington, both as to interpretation and

performance.

**16. SUCCESSORS AND ASSIGNS**

The Contracting Agency, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other Party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants of this Contract.

**17. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

The CONTRACTOR shall perform the terms of the contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

The CONTRACTOR warrants that it has not paid, nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**18. SEVERABILITY**

If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If it should appear that any provision of this Contract is in conflict with any statutory provision of the United States or the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

**19. ENTIRE AGREEMENT**

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**20. NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 3. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

**21. THIRD PARTY BENEFICIARY**

All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

**22. MODIFICATION**

All amendments or modifications shall be in writing, signed by both parties, and attached to this Contract.

**23. COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

**24. COMPLIANCE WITH PUBLIC RECORDS ACT**

Contractor acknowledges that the County is subject to the Public Records Act, chapter 42.56 RCW ("PRA"). All records owned, used, or retained by the County are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the County or Contractor. Contractor shall cooperate with the County so County may comply with all of its obligations under the Act. Contractor shall promptly provide County with all records relating to this Agreement requested by County for purposes of complying with the PRA. In addition to its other indemnification and defense obligations under this Agreement, Contractor shall indemnify and defend the County from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Contractor to comply with this subsection. This subsection shall survive expiration or termination of the Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 202\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 202\_\_

**CONTRACTOR NAME**

**BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**COMMISSIONER, CHAIR**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
**COMMISSIONER, COMMISSIONER**

\_\_\_\_\_  
Title

\_\_\_\_\_  
**COMMISSIONER, COMMISSIONER**

\_\_\_\_\_  
Contractor Registration No.

**ATTEST:**

\_\_\_\_\_  
Federal Tax ID No.

\_\_\_\_\_  
DANA DANIELS, CLERK OF THE BOARD

**END OF CAPITAL PROJECTS CONTRACT AGREEMENT**

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**PUBLIC WORKS PAYMENT BOND  
TO KITSAP COUNTY, WA  
Bond No. \_\_\_\_\_**

Kitsap County, Washington, (County) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as **Point No Point Phase 2 Restoration and Repair Project**, Kitsap County Contact #KC-2025-027, in Kitsap County, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the County, in the sum of \_\_\_\_\_ US Dollars (\$\_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08 and

39.12 including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the County against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

The Surety for value received agrees that no change, extension of time, alteration, or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety. The Surety agrees to be bound by the laws of the State of Washington and subjected to the jurisdiction of the State of Washington.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Principal Signature                      Date

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company are:

------------------





## **SPECIAL PROVISIONS**

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## **INTRODUCTION TO THE SPECIAL PROVISIONS**

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2025 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

Project specific Special Provisions are labeled under the heading of each Special Provision as follows: (Local Agency SP)

Also incorporated into the Contract Documents by reference are:

1. *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
2. *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
3. *American Concrete Institute (ACI) 318-14, Building Code Requirements for Structural Concrete*, current edition
4. *ACI 301, (2016) Specification for Structural Concrete*
5. *International Code Council (ICC), International Building Code (IBC), as well as state and local amendments*

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

### **END OF INTRODUCTION**

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## DIVISION 1 GENERAL REQUIREMENTS

### 1-01 Definitions and Terms

#### 1-01.3 Definitions

*(Local Agency SP)*

*Section 1-01.3 is supplemented as follows:*

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms “State”, “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

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

All references to “final contract voucher certification” shall be interpreted to mean the final payment form established by the Contracting Agency.

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency’s headquarters are located.

**Acceptance** – Formal action of the Contracting Agency in determining that the Contractor’s work has been completed in accordance with the contract and in notifying the Contractor in writing of the acceptability of the work.

**Act of God** – A cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone. Rain, wind, high water, or other natural phenomenon which might reasonably have been anticipated from historical records of the general locality of the work shall not be construed as acts of God.

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

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

**Application for Payment** – The form accepted by the Engineer which is to be used by the Contractor in requesting progress and final payments and which is to include such supporting documentation as is required by the Contract Documents.

**Bid Proposal Form** – Bid Proposal Form shall mean the same as the definition provided for the term “Proposal Form.”

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

**Construction Manager** – The person designated, in writing, by the Contracting Agency to act as its representative and to perform administrative functions relating to this contract. Initial contact by the Contractor with the Contracting Agency shall be through the Construction Manager.

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

**Contract Documents** – See definition for “Contract”.

**Contract Drawings** – Contract Drawings or Drawings shall mean the same as the definition provided for the term “Contract Plans” or “Plans.”

**Contracting Agency** – The Contracting Agency shall mean Kitsap County, a municipal corporation, acting and existing under the laws of the State of Washington.

**Contract Price** – The amount payable to the Contractor under the terms and conditions of the contract provisions based on the lump sum prices, unit prices, or combination thereof, on the Bidding Schedule, with adjustments made in accordance with the Contract.

**Contract Time** – The period of time established by the terms and conditions of the contract within which the work must be physically completed.

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

**Bid Opening Date** – The date on which the Contracting Agency publicly opens and reads the bids.

**Award Date** – The date of the formal decision of the Contracting Agency to accept the lowest, responsible, and responsive bidder for the work.

**Contract Execution Date** – The date the Contracting Agency officially binds the agency to the Contract.

**Limited Notice to Proceed with Construction Date** – The date stated in the Limited Notice to Proceed on which the Preconstruction Phase contract time begins.

**Notice to Proceed with Construction Date** – The date stated in the Notice to Proceed with Construction on which the Construction Phase contract time begins.

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

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

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

**Final Acceptance Date** – The date on which the Contracting Agency accepts the work as complete.

**EADOC** – The web-based electronic media site that is hosted by EADOC LLC. Information may be obtained at [www.EADOCsoftware.com](http://www.EADOCsoftware.com). EADOC is a project management system for facilitating document workflows, communication, and collaboration, which assists in the management of construction projects. It serves as a single source for project information for communication and collaboration among all project participants by automating various tasks in an organization of modules. EADOC provides secure, permissions-based access requiring the identification of all users and their approved access rights.

**Electronic Documents** – The electronic form or image of Project Communications that can be stored on and retrieved from an electronic storage device through a collaboration system over the Internet. Includes all written and graphic products produced with computer software or converted to electronic form or electronic image by computer software.

**Engineer** – Engineer shall mean either the Contracting Agency's design engineer or the Contracting Agency's construction administration representative.

**Field Directive** – A written order issued by Engineer which requires minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Times.

**Inspector** - The Engineer's representative who inspects Contract performance in detail.

**Invitation to Bid** – The definition is the same as that provided for the term "Call for Bids."

**Limited Notice to Proceed** – Written notice from the Contracting Agency informing the successful Bidder to

start the Work associated with the Preconstruction Work Phase. See Section 1-04.3 for additional information.

**Notice** – As defined in the Contract. Notice for documents transmitted through EADOC is the time and date when the document is sent to the other party as recorded in EADOC.

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

**Notice to Proceed with Construction** – The written notice from the Contracting Agency or Engineer to the successful Bidder authorizing and directing the Contractor to proceed with the Construction Work Phase. The Notice to Proceed with Construction establishes the date on which the contract time begins. See Sections 1-04.3 and 1-08.4 for additional information.

**Owner** – The definition is the same as that provided for the term "Contracting Agency".

**Performance and Payment Bond** – The definition is the same as that provided for the term "Contract Bond." The Contractor will be required to submit a Performance and Payment Bond on the Contracting Agency provided form within ten (10) calendar days of receipt of Notice of Award.

**Project Communications** – All written documentation and written communications required by the Contract Documents including, but not limited to: correspondence, reports, notices, submittals, transmittals, RFI's, request for change orders, payment applications, change orders, claims, change proposals, field orders, meeting agendas and minutes, substitutions, test reports, monitoring reports, punch lists, and all other formal Contract communications. Project communications shall also include documents required by the Contract that include written documents, demands, instruments, or directives, unless otherwise indicated in this Section.

**Project Data** – Samples, certifications, material specifications, installation procedures, catalog data or other materials, equipment, or other information intended to describe items to be furnished by the Contractor for the project and which are identified as required submittals in the Standard Specifications and Special Provisions.

**Project Team** – The associated members of the Contracting Agency, Contracting Agency Consultants, Construction Manager, Design Engineer, Contractor, Subcontractors, and Vendors.

**Quality Assurance** – A program establishing policies, procedures, standards, training, guidelines, testing, and systems necessary to provide quality in the work to meet the project requirements and accepted industry standards.

**Quality Control** – Those activities that provide confidence that materials and workmanship will meet the requirements of the contract to fulfill the project objectives. The Contractor is responsible for the quality control of the project.

**Shop Drawings** – Drawings prepared by the Contractor or his/her suppliers or subcontractors to describe detailed dimensions and materials of items to be furnished for the work. Shop drawings are not contract Drawings.

**Total Bid Price** – The sum of all bid prices offered by the bidder as set forth in the Bidding Schedule on the Bid Proposal form.

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

**Work Directive** – A written directive to the Contractor, recommended by the Engineer, issued on or after the effective date of the Notice to Proceed and signed by the Contracting Agency's Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed, or to emergencies. A Work Directive may or may not change Contract Price or Contract Time, but is evidence that the parties expect that the change directed or documented by the Work Directive will be incorporated in a subsequently issued Change Order following negotiations of the parties as to its effect, if any, on the Contract Price or Contract Time.

**Working Day** – A working day shall have the same meaning as a business day and is any day from Monday through Friday except holidays as listed in Section 1-08.5.

#### END OF SECTION 1-01



**1-02 Bid Procedures and Conditions****1-02.1 Prequalification of Bidders**

*(Local Agency SP)*

*Section 1-02.1 is deleted and replaced with the following:*

**1-02.1 Bidder Responsibility**

It is the intent of the Contracting Agency to award a contract to the lowest responsive, and responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder will be required by the Contracting Agency to submit documentation demonstrating compliance with the criteria. The bidder must:

- .1 Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW at the time of bid submittal.
- .2 Have a current Washington Unified Business identifier (UBI) number.
- .3 If applicable, have:
  - a. Industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW.
  - b. A Washington Employment Security Department number per Title 50 RCW.
  - c. A Washington Department of Revenue state excise tax registration number as required in Title 82 RCW.
- .4 Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
- .5 Have current bonding capacity adequate for this project.
- .6 Not have filed for bankruptcy in the last five (5) years.
- .7 Not have had their Contractor's license revoked in the last five (5) years.

**1-02.1(1) Subcontractor Responsibility**

The Contractor shall include the language of this section in each of its first-tier subcontracts and shall require each of its subcontracts to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the Contracting Agency, the Contractor shall promptly provide documentation to the Contracting Agency demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier. The subcontractor shall:

1. Have a current certificate of registration as a contractor in compliance with Chapter 18.27 RCW at the time of subcontract bid submittal.
2. Have a current Washington Unified Business identifier (UBI) number.
3. If applicable, have:
  - a. Industrial insurance coverage for the subcontractor's employees working in Washington as required in Title 51 RCW.
  - b. A Washington Employment Security Department number per Title 50 RCW.
  - c. A Washington Department of Revenue state excise tax registration number as required in Title 82 RCW; and/or
  - d. An electrical contractor license, if required by Chapter 19.28 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

**1-02.1(3) Documentation**

As evidence the bidder meets the responsibility criteria above, the Bidder shall complete and submit the following documentation as part of the Bidder's Bid Proposal.

1. Bidder Responsibility Checklist.

In addition, the two lowest bidders must submit the following documentation for each referenced project to the Contracting Agency within 48 hours of the bid submittal deadline. The Contracting Agency reserves the right to request such documentation from other bidders. In the event a bidder refuses to provide the requested information or fails to provide the requested information within the time periods specified in the Bid Documents, then the Contracting Agency may find the bidder non-responsible.

1. Documented information from the Washington State Secretary of State's Office, the Department of Revenue, or the Department of Labor and Industries providing the date of incorporation or formation, the state of incorporation or formation, that the bidder is active and in good standing in the State of Washington, State of Washington tax reporting number, and the name and address of the registered agent, general partner, or managing member.
2. Subcontractor Responsibility Checklist, provide for each subcontractor identified in Bidder's Subcontractors List.
3. Bidder shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website: <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx>.
4. List of projects of similar size and scope. This list shall include the following for each project:
  - a. Project Name.
  - b. Project Manager's Name and Project Superintendent's Name.
  - c. Project owner's name and contact information for the project owner's representative.
  - d. Awarded contract amount.
  - e. Final contract amount.
  - f. Project start and completion date.
  - g. Location of the project.
  - h. A description of the scope of the project and how the project is similar to this project. The description should include, but not be limited to the pump size and capacity, the site work that was required, the ground conditions encountered, and other information relevant to the successful completion of the referenced project.
  - i. Claims (either resolved or unresolved) filed by the Contractor and basis for the claims.

The basis for evaluation of Bidder compliance with these supplemental criteria shall be any documents or facts obtained by the 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:

1. Financial, historical, or operational data from the Bidder.
2. Information obtained directly by the Contracting Agency from owners for whom the Bidder has worked, or other public agencies or private enterprises.
3. Any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

**1-02.1(4) Appeals**

If the Contracting Agency determines the bidder does not meet the bidder responsibility 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 additional information to the Contracting Agency. The Contracting Agency will consider the additional information before issuing its final determination. If the final determination affirms that that bidder is not responsible, the Contracting Agency will not execute a contract with any other bidder until two (2) business days after the bidder determined to be not responsible has received the final determination. For purposes of this section, the date of the Contracting Agency's transmission of the Contracting Agency's determination(s) by facsimile or electronic mail to the bidder at the

facsimile number or email address provided by the bidder in its bid shall constitute the date of receipt by the bidder of the written notices provided for herein.

#### **1-02.1(5) Other Conditions**

Specialty contractor experience and qualification requirements are specified in other sections of the Special Provisions. While the Contractor will be required to conform to those additional qualifications, they are not criteria that will be evaluated as a condition for determining if the bidder is responsible.

If two or more prospective bidders desire to bid jointly as a Joint Venture on a single contract, each must be deemed qualified, as provided above, and they must also include with the bid proposal packet an agreement to Joint Venture. The Joint Venture is then treated as a new firm and qualified as such. The Joint Venture and any of its members are subject to the conditions as stated elsewhere within these specifications. Any agreement to Joint Venture shall be signed by each of the bidders and must specify each individual who is authorized to execute proposals, contracts, bond, and other documents on behalf of the Joint Venture. If any of the bidders is a corporation, the agreement must be accompanied by a resolution of the corporation authorizing such Joint Venture agreement and designating the officer(s) authorized to sign such Joint Venture agreement or contract on behalf of such corporation.

#### **1-02.2 Plans and Specifications**

*Section 1-02.2 is deleted and replaced with the following:*

The Contractor is responsible for supplying all required copies of the plans and specifications after the bid is awarded.

#### **1-02.5 Proposal Forms**

*(July 31, 2017, APWA GSP)*

*Delete this section and replace it with the following:*

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

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

#### **1-02.6 Preparation of Proposal**

*(December 10, 2020 APWA GSP, Option B) Supplement the second paragraph with the following:*

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

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

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

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

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

A bid by a partnership shall be executed in the partnership name and signed by a partner. A copy of the

partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

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

### **1-02.7 Bid Deposit**

*(Local Agency SP)*

*Section 1-02.7 is supplemented with the following:*

Bid bonds shall contain the following:

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

Bid bonds shall be issued by a surety company licensed to do business in the State of Washington. Bidder shall use the bond form included in the Contract Provisions.

Bid bonds and checks will be returned to all except the three lowest bidders within ten (10) days after the bid award. Bid bonds or checks of each of the three lowest bidders will be returned within three (3) days after execution of the Contract, and after the Contract has been executed and approved by Kitsap County.

### **1-02.9 Delivery of Proposal**

*(Local Agency SP)*

*The first and second paragraphs of Section 1-02.9 are deleted and replaced with the following*

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

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Invitation to Bid for receipt of Bid Proposals or received in a location other than that specified in the Call for Bids.

### **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

*(Local Agency SP)*

*The second paragraph of Section 1-02.10 is deleted and replaced with the following:*

The bidder has no right to withdraw or modify the bid for any reason whatsoever after the time set for the opening thereof, unless the award of the contract is delayed for a period exceeding sixty (60) days from the time set for opening of the bids.

Prior to the time set for opening of bids, a bidder may withdraw or revise his bid proposal, provided that an individual authorized to sign proposals files the request for withdrawal or revision with the County Purchasing Office in writing. The original proposal, as modified in writing by an attached revision filed before the time set for opening of bids will be considered as the bid proposal by the bidder. No oral, fax, telephone, or telegraphic Bid Proposals or modifications will be considered or accepted.

### **1-02.13 Irregular Proposals**

*(Local Agency SP)*

Item 1 in Section 1-02.13 is revised to read as follows:

1. A proposal will be considered irregular and will be rejected if:
  - a. The bidder is not prequalified when so required.
  - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered.
  - c. The completed proposal form contains any unauthorized additions, deletions, alternate bids, or conditions.
  - d. The bidder adds provisions reserving the right to reject or accept the award, or enter into the contract.
  - e. A price per unit cannot be determined from the bid proposal.
  - f. The proposal form is not properly executed.
  - g. The bidder fails to submit or properly complete a subcontractor list, if applicable, as required in Section 1-02.6.
  - h. The bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6.
  - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions.
  - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made.
  - k. The bid proposal does not constitute a definite and unqualified offer to meet the material terms of the bid invitation, or
  - l. More than one proposal is submitted for the same project from a Bidder under the same or different names.
  - m. The bidder fails to submit or properly complete a Bidder Responsibility Checklist as required in Section 1-02.1(3).
  - n. The bidder fails to submit or properly complete a Subcontractor Responsibility Checklist for each subcontractor as required in Section 1-02.1(3).

(Local Agency SP)

Item 2 in Section 1-02.13 is supplemented with the following:

- h. If the County, for good cause, deems the bid bond inadequate or improper.

#### **1-02.14 Disqualification of Bidders**

(Local Agency SP)

Section 1-02.14 is supplemented 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
2. The Bidder fails to meet the Project-specific supplemental bidder responsibility criteria listed in Section 1-02.1.

#### **1-02.15 Pre-Award Information**

(August 14, 2013, APWA GSP)

*Section 1-02.15 is revised to read as follows:*

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

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

**1-02.16 Addenda**

*(Local Agency SP)*

*Section 1-02.16 is added as the following:*

Where appropriate, responses to questions, inquiries, or requests for additional information or for substitution of proposed material will be issued in the form of Addenda, and copies of each addendum will be issued to all prospective bidders of record. Additionally, addenda are on file at the Kitsap County Purchasing Office. During the bidding period, prospective bidders will be advised by Addendum of additions to, deletions from or changes in the requirements of the contract documents.

Kitsap County will not be responsible for the authenticity or correctness of oral interpretations of contract documents or for information obtained in any other manner than through the media of Addenda. Bidders shall acknowledge receipt of Addendum in their bid proposals and each Addendum shall be considered a part of the Contract Documents. Failure to acknowledge receipt of any Addenda issued will invalidate a proposal as incomplete.

Should a bidder have a Request for Clarification or find discrepancies, ambiguities or omissions in the drawings or specifications, or should a bidder be in doubt as to their meaning, bidder shall at once notify Glen McNeil, Purchasing Agent, at [purchasing@kitsap.gov](mailto:purchasing@kitsap.gov). If appropriate, the Contracting Agency will send a written instruction to all bidders in the form of an Addendum. Neither the Contracting Agency nor the Engineer may be held responsible for any oral instruction. All addenda issued prior to the time of bid closing are incorporated into the contract.

Interpretations, corrections, and changes of the Bidding documents will be made by addendum only through the Kitsap County Purchasing Office. Interpretations, corrections, and changes in the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

Any variances to the contract documents shall not be accepted unless agreed to by the County in writing. Substitutions will not be considered until after award of contract.

**END OF SECTION 1-02**

**1-03 Award and Execution of Contract****1-03.1 Consideration of Bids**

*(January 23, 2006 APWA GSP)*

*The first paragraph of Section 1-03.1 is revised to read as follows:*

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

*(Local Agency SP)*

*Section 1-03.1 is supplemented with the following:*

The Contracting Agency will consider all material submitted by the bidder to determine whether the bidder's offering is in compliance with the Contract Documents. The Contracting Agency will consider all material submitted by the bidder, and evidence it may obtain otherwise, to determine whether the bidder, its key personnel, and proposed subcontractors have the qualifications and experience to successfully complete contracts of this type. Such evaluation will include, but not be limited to, the following factors:

- 1-03.1 Whether the bidder has adequate financial resources to complete the work.
- 1-03.2 Whether the bidder has the necessary experience and organization to perform the work.
- 1-03.3 Whether the bidder has a satisfactory record of performance, integrity, experience, and skills to perform and complete the work.
- 1-03.4 Whether the bidder has a history of completing, failing to complete, defaulting on or otherwise not completing construction contracts.
- 1-03.5 Whether the bidder's proposed major subcontractors appear capable of and have histories of successfully completing construction contracts.

**1-03.3 Execution of Contract**

*(Local Agency SP)*

*Section 1-03.3 is revised to read as follows:*

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

Within fourteen (14) calendar days after receipt of the Contracting Agency-prepared contract, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of fourteen (14) additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

**1-03.4 Contract Bond**

*(July 23, 2015 APWA GSP)*

*Delete the first paragraph and replace it with the following:*

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

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

**END OF SECTION 1-03**



**1-04 Scope of the Work****1-04.1(2) Bid Items Not Included in the Proposal**

*(Local Agency SP)*

*Section 1-04.1(2) is deleted and replaced with the following:*

When the Contract specifies Work that has no Bid Item in the Bid Proposal, that work shall be considered incidental to other items in the Bid Proposal whether specified as incidental or not in the measurement and payment descriptions for the individual Bid Items.

**1-04.1(3) Preconstruction Work Phase**

*(Local Agency SP)*

*Section 1-04.1(3) is added as follows:*

This Section specifies planning and work included within the Preconstruction Work Phase that takes place during the period after the Limited Notice to Proceed and prior to the start of the work authorized by the Notice to Proceed with Construction. The planning effort includes the following: (1) identifying and organizing the Contractor's work team, (2) attending a preconstruction public meeting whose purpose is to introduce the Contractor to the public impacted by the project, (3) planning the construction activities with the Contracting Agency, the Construction Manager, and the Engineer, (4) establishing the initial survey control, (5) preparing and delivering priority submittals for equipment, and (6) other activities related to planning activities identified herein.

To accomplish the preconstruction activities, the Contractor shall provide staff to meet on the project site as needed and shall establish and maintain an office in the Puget Sound region to accomplish the work. Satisfactory completion of the Preconstruction Work Phase activities will be a prerequisite to the Notice to Proceed with Construction for the Construction Work Phase.

Submittal information shall be provided in sufficient detail to verify compliance with the specifications during the Preconstruction Work Phase and shall be provided prior to Notice to Proceed with Construction for the Construction Work Phase. The Contractor shall make arrangements with subcontractors and suppliers for the preparation and submittal of required documentation.

**1-04.1(3)A Activities**

The following is a list of the activities to be included in the Preconstruction Work Phase. Each of the activities and required work products are defined either within this specification or in specification sections in the Special Provisions.

- 1-03.6 Contractor's Work Plan
- 1-03.7 Stormwater Pollution Prevention Plan (SWPPP)
- 1-03.8 Spill Prevention, Control, and Countermeasures Plan
- 1-03.9 Sheeting, Shoring, and Bracing Plan(s)
- 1-03.10 Project Safety and Accident Prevention Program
- 1-03.11 Preconstruction Photographs
- 1-03.12 Submittals
- 1-03.13 Submittal Plan and Schedule
- 1-03.14 Priority or Long Lead Time Material Submittals
- 1-03.15 Priority Technical Submittals
- 1-03.16 Contractor's Work Plan
- 1-03.17 SWPPP
- 1-03.18 Erosion Control Plan(s)
- 1-03.19 Sheeting, Shoring, and Bracing Plan(s)

- 1-03.20 Spill Prevention, Control, and Countermeasures Plan
- 1-03.21 Materials Submittals
- 1-03.22 Apply for and Obtain Contractor Furnished Permits
- 1-03.23 Schedules
- 1-03.24 Contractor's Scheduler Qualifications
- 1-03.25 Schedule of Values for Lump Sum Bid Items
- 1-03.26 Contractor's Construction Progress Schedule

#### **1-04.1(3)B Contractor's Work Plan**

Not later than ten (10) working days after bid award, the Contractor shall submit a written Construction Work Plan to the Contracting Agency. The Contracting Agency shall provide comments on the Construction Work Plan to the Contractor within five (5) working days of receipt. No physical work is to be performed at the site until the Construction Work Plan is reviewed and accepted by the Contracting Agency. The Construction Work Plan shall include:

1. An organizational chart describing:
  - a. The hierarchy and relationship of the Contractor's project staff,
  - b. The hierarchy of subcontractors and suppliers including the trade(s) or portion(s) for which each is responsible, and
  - c. A resume for the proposed Project Manager and/or site superintendent.
  - d. An address and phone directory of the Contractor, Subcontractor, and priority equipment suppliers.
2. A narrative describing how the Contractor intends to staff, equip, and supply the job by trade in order to meet the contract work sequence and schedule constraints. Include the size of the work crew, description of on-site equipment, working hours, and requirements for material and equipment procurement, lay down, and storage.
3. Provide rates for craft labor likely to be used to complete the Work in accordance with Section 1-07.9(1). At a minimum, provide basic wage and benefits cost, worker's insurance costs, federal insurance costs, safety costs, and travel allowance costs, if applicable. Craft labor cost for the Contractor and all his subcontractors shall be provided.
4. Provide rates for equipment likely to be used to complete the Work. At a minimum, provide complete equipment description, hourly cost, operating cost per hour, and operated cost per hour. Equipment cost for the Contractor and all his subcontractors shall be provided.
5. Demolition with description of approach for equipment, access, materials, and safety requirements for conducting removal of all structures, debris and materials. The Demolition Plan shall demonstrate that the methods and equipment to be used are adequate for the intended purpose and will provide satisfactory results. It shall provide for debris containment, and containment and immediate retrieval of deleterious material that may inadvertently fall onto the beach.
6. Means, methods, and procedures for ensuring the required excavation and placement elevations (and allowable tolerances) are met and that the materials are placed within the extents and grades as shown on the Plans.
7. The submittal shall include an Environmental Protection Plan (EPP):
  - a. Organization chart and names of persons responsible for EPP compliance:
    - i. Names and qualifications of persons responsible for manifesting waste to be removed from the Work Site.
    - ii. A list of key personnel, including phone numbers (home and office), qualified to act as the emergency coordinator.

- b. Site Layouts: Prior to mobilization to the Work Site, and as part of the EPP; submit site layout drawings for the Work Site, On-Site Staging and Stockpile Area(s) showing existing conditions and facilities, Contractor's temporary facilities, and temporary controls provided by the Contractor including the following:
      - i. Means of ingress, egress, and temporary traffic control facilities,
      - ii. Contractor parking areas,
      - iii. Equipment and material staging areas,
      - iv. On-site equipment refueling and/or maintenance areas,
      - v. Onsite soil and imported materials stockpile areas,
      - vi. Grading, and
      - vii. De-watering collection, storage, and filtration areas, as necessary.
    - c. Describe the Best Management Practices (BMPs), specialized equipment, means, methods, and procedures used to prevent marine water quality criteria exceedances during construction activities. Describe Contractor's contingency actions that will be taken to restore compliance with marine water quality criteria should water quality exceedances occur during any in-water activities (delays caused by complying with marine water quality criteria will not be cause for additional compensation to the Contractor)
  - 8. Procedures for completing clearing and grubbing, curb wall removal, general excavation and grading, placement of imported beach nourishment materials, placement of imported cobbles, placement of stockpiled onsite soil materials, placement of imported filter rock materials, placement of imported armor rock materials, forming and pouring the curb wall, repairing the permeable brick paver areas, installation of vegetation, including description of methods to control work and conduct progress surveying.
  - 9. Procedures for protecting historic structures or culturally sensitive areas.
  - 10. Location of the disposal site.

Work will not begin until the Contractor Work Plan is accepted by the Contracting Agency and the Engineer.

#### **1-04.1(3)C Project Safety and Accident Prevention Program**

The Contractor is solely responsible for the health and safety of employees, subcontractors, Engineers, and Kitsap County representatives. Contractor shall prepare and submit a Safety and Accident Prevention Program. This program shall outline the anticipated hazards and safety controls necessary to safeguard Contractor's employees, the public, Kitsap County staff and Kitsap County representatives. It shall be specific to the job and site and meet federal, state, and local jurisdictional requirements. The program will be reviewed for compliance with this Section prior to the start of work.

#### **1-04.1(3)E Onsite Investigations**

The Contractor shall perform on-site investigations in support of technical submittal preparation. Activities include but may not be limited to the following:

##### **Survey Control**

The Contractor shall establish sufficient survey control to identify the vertical and horizontal location of features identified during these on-site investigations. A minimum of two vertical control, temporary benchmarks (TBMs) shall be established for the entire duration of the project. Maintain and place TBMs to prevent disturbance. A registered surveyor employed by the Contractor shall be responsible for setting the TBMs.

#### **1-04.1(3)F Pre- and Post-construction Photographs**

Contractor must take photographs of the job site (including all shoreline areas, historic structures, drive aisles, etc.) before the work begins and after the work is completed. Pre-construction photographs must be provided to Kitsap County prior to the start of construction. Post-construction photos must be provided to Kitsap

County within 5 days of demobilization.

#### **1-04.1(3)G Submittals**

Prepare and submit the Submittal Control Document in accordance with Section 1-06.1.

Contractor shall provide submittals in accordance with Section 1-06.1 for all priority materials or materials that may take more than six (6) weeks to be obtained. Prior to submission of these priority or long lead time material submittals, Contractor shall attend pre-submittal meetings with the Construction Manager and Engineer as deemed appropriate for particular submittals.

#### **Priority Technical Submittals:**

Priority technical submittals are identified as submittals on items that have an impact on work activities starting immediately following Notice to Proceed for construction. The list includes but may not be limited to the following items. Should the Contractor's schedule identify a critical submittal not listed, preparation and submittal shall be performed during the preconstruction period:

1. Contractor's Work Plan: Provide a Contractor's Work Plan per Section 1-04.1(3)B as amended by the Special Provisions.
2. Stormwater Pollution Prevention Plan (SWPPP): Provide an Erosion Control Plan identifying erosion control measures to be used by the Contractor, including those already shown and specified. The Erosion Control Plan shall employ best management practices. Refer to requirements in Section 1-07.15 and Section 8-01 as amended by the Special Provisions.
3. Spill Prevention, Control and Countermeasures Plan: Provide a Spill Prevention, Control and Countermeasures Plan per Section 1-07.15(1) as amended by the Special Provisions.
4. Shoring and Bracing Plan: Provide a Shoring, and Bracing Plan. Information to be provided shall be prepared in accordance with Section 31 41 00 and shall, at a minimum, include the following:
  - a. Design calculations and method of installation and removal of all Sheeting, Sheet Piling, Shoring, and Bracing. Calculations shall be made by a Washington State registered structural or civil engineer and shall comply with applicable requirements of the Washington State Safety Code and the rules of the WISHA Department of Labor and Industries with respect to excavation and construction.
  - b. Detailed excavation support drawings.
5. Project Safety and Accident Prevention Program: Provide a Project Safety and Accident Prevention Program Plan per 1-04.1(3)C as amended by the Special Provisions.
6. Contractor's Construction Progress Schedule: Provide a Construction Progress Schedule per 1-08.3(2) as amended by the Special Provisions.

#### **1-04.1(3)I Schedules**

The Contractor shall submit the Contractor's scheduling qualifications including the resume(s) of the designated person(s) responsible for schedules and reports (the "Contractor's Scheduler"). The Contractor's Scheduler shall have demonstrable capability to plan, coordinate, execute, and monitor a CPM schedule as required for this Project. The Construction Manager will approve or reasonably disapprove the Contractor's proposed scheduler. In the event of disapproval, a new scheduler shall be proposed within one week and be subject to the same consideration criteria as noted above. In addition, the Contractor shall prepare and submit the following schedule information:

1. Schedule of Values for the lump sum Bid items included in the Bid Proposal.
2. Contractor's Construction Schedule (CPM) prepared in accordance with Section 1-08.3.

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

(Local Agency SP)

*The second paragraph of Section 1-04.2 is revised to read as follows:*

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

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

#### **1-04.4 Changes**

*(Local Agency SP)*

*The seventh paragraph of Section 1-04.4 is revised to read as follows:*

The Contractor shall proceed with the Work upon receiving:

1. A written change order approved by the Kitsap County Engineer, or
2. A work directive from the Kitsap County Engineer before actually receiving the written change order.

#### **1-04.4(2) Work Directives**

*(Local Agency SP)*

*Section 1-04.4(2) is deleted and replaced with the following:*

Where situations involve changes in the Work that might delay the Project, if not processed expeditiously, the changed work shall be initiated through use of a Work Directive. The Work Directive is not a Change Order, but only a directive issued by the Owner to proceed with work that may be included in a subsequent Change Order.

The Kitsap County Engineer initiates the form which shall include the project name, number, contract number, and Contractor name. In addition, the reason for the change and a description of the desired Work shall be included in sufficient detail to fully describe the required Work and necessity for the change. A method of payment and estimated cost shall be included along with any modifications to the Contract Time.

Once the Kitsap County Engineer has completed and signed the form, copies of the form and any supporting design criteria, sketches, modified drawings, or specifications attached to the form will be sent to the Contracting Agency's representative for approval. Once authorized by the Contracting Agency's representative, the Work Directive will be forwarded to the Contractor for signature and returned to the Engineer. The Contractor shall then perform the work described in the work directive.

As Work directed by the Work Directive progresses, Contractor shall submit to the Engineer any documentation required by the Work Directive on the day that work is performed for inclusion in a subsequent Change Order. Documentation may include records of force account work, material invoices, as-built data, or quality control documentation.

#### **1-04.4(3) Requests for Information**

*(Local Agency SP)*

*Section 1-04.4(3) is added as the following:*

Requests for Information (RFIs) will be used by the Contractor where necessary to provide written direction to clarify or provide additional information or direction regarding the Plans and Specifications. Unless otherwise approved, the Contractor shall use a form provided by the Engineer. While the Engineer will attempt to respond to RFIs in an expeditious manner to avoid impacting the Contract Time, the Engineer shall have a minimum of five (5) working days to review and respond to RFIs. RFIs shall be used if the matter could result in a change in the contract price or time.

#### **1-04.5(1)A Dispute Review Board**

*(Local Agency SP)*

*Section 1-04.5(1)A and its subsections are deleted and replaced with the following:* The formation and use of a dispute resolution board is not included in this Contract. **1-04.6 Variation in Estimated Quantities**

*(Local Agency SP)*

*Section 1-04.6 is supplemented with the following:*

For certain items, quantities have been entered into the Bid Proposal only to provide a common Bid Proposal for bidders. Actual quantities will be determined in the field as the work progresses and will be paid at the original unit bid price, regardless of final quantity. These bid items, identified by the term

“allowance” in their title, shall not be subject to the price adjustment provisions of 1-04.6 of the Standard Specifications.

#### **1-04.11 Final Cleanup**

*(Local Agency SP)*

*Section 1-04.11 is deleted and replaced with the following:*

##### **1-04.11 Cleanup**

The Contractor shall be responsible for ongoing and final cleaning of the project site. The Contractor shall continually, from the first day of work on the project to the last, include and specifically assign sufficient personnel, equipment, and materials to cleanup all areas which are affected or disturbed by the work operations in his operations.

##### **1-04.11(1) Daily Cleanup**

The Contractor shall cause all disturbed areas to be cleaned of all debris and excess construction materials, to be temporarily or permanently graded and finished to smooth lines and grades, to be maintained free of dust, to control surface runoff such that there is no soil erosion or contaminated runoff onto adjacent areas or drainages, and to not have any detrimental impacts. All such cleanup shall be conducted to the satisfaction of the Contracting Agency.

The Contractor shall clean all roadways, streets, sidewalks, and other facilities of all material and debris that are dropped or otherwise deposited thereon as a result of the Contractor's operations. All such areas shall be cleaned at the conclusion of each day's operations and at such other times as ordered by the Contracting Agency.

In addition, the Contractor shall use water for dust control on paved, surfaced, or unimproved streets or roadways as may be required to prevent inconvenience to the public. The Contractor shall also use water, if necessary, to remove mud and other debris from streets and roadways.

If the roadways and facilities are not properly or promptly cleaned and the conditions so warrant, as determined by Contracting Agency, the Contractor shall provide facilities to remove soil from truck or other equipment tires or between dual wheels or outside of truck beds before trucks or equipment may be allowed to travel over streets.

##### **1-04.11(2) Final Cleanup**

The Contractor shall perform final cleanup of the project site to the satisfaction of the Contracting Agency after completion of all work and prior to Final Acceptance. The Contracting Agency will not establish the Physical Completion Date until this is done. Such cleanup shall include, but not be limited to, removal of all rubbish, surplus materials, construction materials, equipment, and debris. Oversize rock, stumps, brush, and other extraneous materials shall be removed from the project site and disposed of in a lawful manner.

Roadway surfaces shall be thoroughly broom cleaned and washed to remove all material or debris which was deposited on the surfaces.

Any existing fencing removed or damaged by the Contractor shall be replaced in kind and to the satisfaction of the property owner.

The Contractor shall not remove temporary warning, regulatory or guide signs until authorized to do so by the Contracting Agency.

#### **1-04.11(3) Corrective Action**

Any violation of the above requirements, as determined by the Contracting Agency, will be sufficient grounds for the Contracting Agency to order the cleanup work to be performed by others. The costs for such corrective action shall be deducted from any monies due or to become due to the Contractor.

#### **1-04.12(1) Space Allocation**

On-site space is limited. Arrangements for additional space required for Contractor's staging and storage of materials and equipment (in addition to that allocated) shall be made for locations off site as described below.

The Contractor may provide its own legal staging and stockpile areas off site at the Contractor's discretion. The Contractor shall provide the Engineer with locations in the Contractor's Work Plan and Stormwater Pollution Prevention Plan for Engineer approval. Upon completion of work, provide the Engineer with a release from off-site property owner(s) that certifies that the off-site area was returned in an acceptable condition and all obligations associated with its use have been met.

#### **1-04.12(2) Contractor's Work Area**

Contractor shall limit operations and storage of equipment and materials to the areas designated on the Plans, unless written agreements have been obtained from third parties that allow the use of areas outside those described on the Plans. Contractor shall provide a copy of all such third-party agreements to the Contracting Agency prior to using areas described by the agreement. All such agreements shall contain provisions that hold the Contracting Agency harmless from any and all damages and costs associated with the use of said areas. Contractor shall be solely responsible for the use of said areas.

Contractor shall maintain the area(s) during construction and shall proceed with the work in an orderly manner, maintaining the construction site free of debris and unnecessary equipment or materials. Material shall be stored on pallets or racks off the ground and in a manner to allow access for inspection.

#### **1-04.12(4) Temporary Electric Power**

Contractor shall verify existing electric service and provide temporary electric power, if required, for use during construction. Electric power should be available at or near the site. The Contractor shall determine the type and amount available and arrange with the local utility to obtain temporary electric power service, including metering equipment. The Contractor shall provide temporary lighting at least to meet all applicable safety requirements to allow erection, application or installation of materials and equipment, and observation or inspection of the Work. Contractor shall meet all safety requirements of OSHA, State and other governing agencies for electrical installations. Facilities for providing temporary electric power shall meet all noise restriction requirements of Section 1-07.5(5) in the Special Provisions.

Contractor shall provide all electrical power required for construction, general and security lighting, and all other purposes whether supplied through temporary or permanent facilities.

#### **1.04.12(7) Site Access and Parking**

All vehicles shall be parked in provided areas in such a manner so as to not encroach on public right-of-way or be a traffic hazard. Ready access to and through the site by emergency vehicles shall be maintained at all times. Contractor shall be responsible for control of parking by all of the Contractor's and subcontractor's work force to assure compliance. Contractor shall anticipate that there may not be sufficient parking space for all of the work force in the construction project area. If this is the case, Contractor shall arrange for carpooling and/or off-site parking and shuttle service, as necessary.

#### **1.04.12(8) Removal of Temporary Facilities**

Upon completion of the work, and subject to approval of the Engineer, the Contractor shall completely remove all temporary facilities. Temporary utilities shall be removed to the temporary service connection point and

capped or terminated.

All disturbed surfaces shall be restored to the condition which existed prior to installation of temporary facilities or utilities. All roadway surfaces or other improvements which have been damaged by construction activities shall be repaired or replaced by the Contractor, as directed.

**END OF SECTION 1-04**



**1-05 Control of Work****1-05.1(1) Oral Orders**

*Section 1-05.1(1) is deleted and replaced with the following:*

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract. Such oral agreements or conversations shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

**1-05.2 Authority of Assistants and Inspectors**

*(Local Agency SP)*

*Section 1-05.2 is supplemented with the following:*

The Contracting Agency or the Contracting Agency's Representatives shall have the right to inspect and obtain copies of all written licenses, permits, or approvals issued by any governmental entity or agency to the Contractor, its delegates, or subcontractors, which are applicable to the performance of this Contract, and to inspect all Work and Materials for conformity with the Contract terms. The Contractor shall be responsible for ensuring the Work and materials conform to the Contract terms even if the Contracting Agency or the Contracting Agency's Representative conducts any inspection of the same.

**1-05.4 Conformity With and Deviations from Plans and Stakes**

*(Local Agency SP)*

*Section 1-05.4 is supplemented with the following:*

**1-05.4(1) Contracting Agency-Furnished Reference Points and Surveying**

The Contracting Agency has established survey control for construction purposes. This survey control information is provided on the drawings.

The Contractor shall protect and preserve survey control points and property corners. If these points or corners are disturbed by the Contractor, the Contractor shall pay all costs associated for re-establishment of the control points and property corners. The Contractor shall have the work performed by the Contractor's surveyor. Delays resulting from the destruction and re-establishment of survey control points and property corners shall not constitute the basis for additional compensation or extensions to the Contract Time.

**1-05.4(2) Contractor-Furnished Surveying**

The Contractor shall provide all surveying required to complete the Work, including survey required to calculate quantities for payment.

The Contractor shall be responsible for setting, maintaining, and resetting all stakes and other markers as needed for the Work. Calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shown in the Contract Plans shall be the Contractor's responsibility. All setting and resetting of monuments, property corners, and primary control, shall be completed by or under the direct supervision of a Washington State Registered Professional Land Surveyor (PLS). The PLS must be submitted for approval as a Subcontractor.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The survey control work shall include but not be limited to the following:

1. Primary and Secondary Control: Verify and use the primary horizontal and vertical control furnished by the Contracting Agency in the Plans and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include horizontal coordinates, station, offset, and elevations of all secondary control points. Provide the Contracting Agency with an electronic copy of the secondary control points. Vertical secondary control shall be established using spirit levels, not a GPS system.
2. Staking: The Contractor shall stake out limits of work as described below. Contractor shall maintain

staking throughout the duration of the work. If Contractor elects to use GPS guided equipment for the work, staking described below is still required:

- a) The Contractor shall stake repair limits and centerline stationing one week prior to commencement of on-site shoreline repair construction activities. The Contractor shall allow for at least two working days for the Engineer to approve the layout after staking. The Contractor shall assume full responsibility for detailed dimensions, elevations, and excavation slopes measured from these stakes and marks, regardless of Engineer's review and approval.
- b) Clearing Limits: Clearing limits shall be marked at major angle points and at intermediate points at approximately 25-foot intervals.
- c) Grading Limits (Slope Stakes): Grading limits shall be staked on the centerline at 25-foot intervals. Contractor shall establish offset reference to all slope stakes.

3. Monuments: The Contractor shall be responsible for locating and preserving existing monuments within the right-of-way, which shall include existing property corners on the right-of-way lines. The Contractor shall maintain a complete and accurate reference of all survey markers, monuments, property corners, on this project. The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans. All monuments shall be protected throughout the length of the project or be replaced at the Contractor's expense, unless marked on the Plans as to be removed and reset. In the event the Contractor disturbs or destroys any survey marker during the course of construction, not indicated to be removed/replaced on the Plans, the Contractor shall bear all costs of survey, resetting, legal claims, and filing state forms.

4. Determine and record the horizontal coordinates and top and bottom elevations of utilities encountered during excavations or potholing.

The Contractor shall establish all surveying points by placing hubs and tacks with marked stakes in unpaved areas or P.K. nails with painted markings. All surveying stakes shall be in accordance with WSDOT Standard Plan A-10.10-00.

The Contractor shall ensure a surveying accuracy within the following tolerances:

	Vertical	Horizontal
Slope Stakes	±0.1 Foot	±0.1 Foot
Subgrade Grade Stakes	±0.1 Foot	±0.5 Foot (parallel to alignment) ±0.1 Foot (normal to alignment)
Surfacing Grade Stakes	±0.1 Foot	±0.5 Foot (parallel to alignment) ±0.1 Foot (normal to alignment)
Structure Elevation	±0.1 Foot	±0.5 Foot (parallel to alignment) ±0.1 Foot (normal to alignment)

The Contractor shall be responsible for performing progress surveying for use in approval of work within tolerances and measurement and payment of Bid Items 1.04, 1.05, 1.06, 2.02, 2.03, 3.03, 3.04, 3.05, 3.07, 4.01, 4.02, 4.03, and 5.03 through 5.11. The following monitoring and as-built surveys shall be performed by the Contractor during construction.

1. Pre-Construction Topographic Survey
2. Post-Excavation Survey (submitted to the Engineer for review weekly during excavation activities)
3. Progress Surveys for all work (submitted to the Engineer for review weekly during earthwork activities)

4. As-built survey following completion of grading activities (before tidal waters are introduced to the construction areas) including excavation elevations and final surface grade for each material placed. See Section 1-05.5 (Record Drawings) for required information for the as-built survey.

The pre-construction topographic survey, post-excavation survey and progress surveys (for all work) shall consist of survey transects to be conducted along the full width of the Work construction area. Transects shall be taken at approximately 25-foot spacing and shall include as a minimum an elevation on the beach 20-25 ft seaward of the Work area extents.

Post-construction surveys shall be collected using electronic survey instruments and the results of the survey shall be submitted to the Contracting Agency/Engineer in electronic ASCII or TXT file format (x,y,z).

Should the Contractor elect to create a computer surface model for either material removal and/or placement, progress survey verification data with coordinates and elevations for the post-clearing and grubbing, post-removal and/or post-excavation surfaces, and finished surface elevations for each material placed, in 25-foot transects, must be provided to the Owner and Owner's Representative at no additional cost. Data should be provided in one of the following file formats: \*.csv, \*.shp or \*.dxd.

The Engineer may verify the Contractor's work with spot-checks. These spot-checks do not change the requirements for normal checking and testing as specified elsewhere or the Contractor's responsibility for the work and producing a finished product that is in accordance with the Contract Documents. If errors are found, the Contractor shall correct the errors, which may include removal and replacement of incorrectly installed improvements. All costs in correcting work shall be at the Contractor's expense in accordance with Section 1-05.7.

In the event the Engineer determines the survey work is insufficient, the Contractor shall provide suitable and acceptable corrective measures immediately at no additional expense to the Contracting Agency.

#### **1-05.4(3) Survey Submittals**

Contractor shall submit the qualifications and resume(s) of the proposed survey firm and surveyor(s) along with a description of the survey efforts to be performed. See Section 1-05.4(2) for submittals schedule related to surveys.

#### **1-05.4(4) Survey Records**

Field books shall be hard-back field books, such as K&E 82-0056 or similar. The Contractor shall maintain on-site a copy of all field surveying records prepared by surveyor. These records shall be available for review by the Engineer upon request. At the conclusion of the work, the Contractor shall provide the Contracting Agency with a copy of the surveying records.

#### **1-05.4(5) Resurveys**

The Contractor shall direct all questions regarding interpretation of provided survey data to the Engineer. Failure to correctly interpret and utilize survey control data or plans as provided by the Engineer shall not constitute justification for a claim of extra work. The Contractor shall immediately notify the Engineer of any survey data discrepancies.

Any claim by the Contractor for extra compensation by reason of alterations or reconstruction work allegedly due to error in Contracting Agency-Furnished survey control, will not be allowed unless the original control points still exist and are proven to be incorrect, or unless other satisfactory substantiating evidence to prove the error is furnished to the Engineer.

#### **1-05.4(6) Construction Photographs or Video**

Prior to and after construction, Contractor shall provide still photographs, or alternatively, audio color video of project area and adjacent site conditions. Filming plan shall be coordinated with the Contracting Agency's Representative. Filming shall be done at reasonable intervals along the project so sufficient detail and coverage of the area is provided (e.g., approximately every 100 feet, intersections, staging areas, pump station sites, etc.). Filming shall be done from differing directions, spacing, and angles to sufficiently show/depict the project area's conditions.

Photographs shall be done by a qualified commercial professional photographer. Photos shall be taken with a high-quality digital camera, with minimum 8-mega-pixel resolution.

Photographs shall be provided electronically and also on a USB Flash Drive(s) with an index correlated with the photo content. Picture index shall have the date, location, description, direction of filming and other pertinent reference information (e.g., facing east, facing south, etc.) on or below each image. Submit sample for review and approval in advance of producing bound document.

Video shall be done by qualified commercial professional photographer. Video equipment shall be a high- quality digital recorder. The video shall contain an audio track which narrates the progression of the video through the project area/site. Recording shall display index counter, date, and time of recording.

The pre-construction photographs or video shall be performed prior to commencement of the work and after initial staking of the project and construction limits. Post construction photographs shall be taken at final completion of the work. Post construction filming locations shall be similar to preconstruction filming locations. Submit 1 copy of photographs and USB Flash Drive(s) to the Engineer.

#### **1-05.4(7) Existing Markers and Monuments**

Contractor shall take necessary precautions to locate and protect existing markers, property corners, monuments, section corners, subdivision corners, plat markers, benchmarks, and all other reference points that may be affected by construction. All markers that may be disturbed by construction shall be identified, referenced, and replaced if disturbed in accordance with recognized surveying practices.

Property corners, fences and other indications of property lines shall be referenced by the Contractor prior to construction and reset after completion of the construction operations in accordance with recognized survey practices.

Contractor shall not knowingly remove or disturb any such marker before a licensed land surveyor can reference such marker. Contractor shall be responsible for providing said survey services and shall be responsible for all costs for replacing markers and recording of surveys. Contractor will not be entitled to any delay costs for referencing an existing marker.

In the event that any of these items are not replaced by the Contractor, they shall be replaced by Engineer and the cost of this work shall be billed to the Contractor by the Contracting Agency.

#### **1-05.4(8) Re-establishment of Existing Markers and Monuments**

If a marker or monument must be disturbed, Contractor shall follow these steps in accordance with recognized survey practices:

1. Survey work associated with WAC 332-120 shall be performed for the removal and resetting of monuments.
2. Before Contractor disturbs monument(s), Contractor's Surveyor shall establish reference points to perpetuate the position of the monument(s) and an Application For Permit to Remove or Destroy a Survey Monument shall be filed with the Department of Natural Resources (DNR) as set forth in WAC 332-120, for all existing monuments that are subject to being disturbed, prior to construction of improvements.
3. Once a permit has been authorized by DNR, the Contractor may excavate monument(s).
4. The Contractor shall provide replacement monuments as shown on the Plans or as required by the County.
5. The Contractor shall set replacement monument, case, and cover in position.
6. Contractor's Surveyor shall verify the position and punch mark the brass cap.
7. Contractor's Surveyor shall file Completion Report for Monument Removal and Destruction with the Department of Natural Resources upon completion of monument replacement.

The Contractor shall be responsible for removal and resetting of markers and monuments disturbed by construction.

#### **1-05.5 Project Record Drawings**

*(Local Agency SP)*

*Section 1-05.5 is added as the following:*

The Contractor shall maintain two sets of full-size drawings and specifications for the Contract on site during the construction that shall be accessible for review by the Contracting Agency and the Engineer at all times. The Contractor's superintendent or authorized representative shall update the documents with clear and accurate red-lined field revisions and record information on a daily basis and within two (2) business days after receipt of information that a change in Work has occurred. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, shall be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible and shall be legible and accurately marked to indicate modifications in the completed work that differ from the design information shown on the Contract Plans. The Contractor shall not conceal any Work until the required information is recorded. Items that must be shown on the markups include, but are not limited to:

1. Actual dimensions, arrangement, and materials used when different than shown in the Plans.
2. Changes made by Change Order or Work Directive.
3. Changes made by the Contractor.
4. Accurate locations of surfaces excavated and materials placed by the contractor, filter rock materials, filter fabric materials, armor rock materials, beach nourishment materials, cobble materials, curb wall, gravel trail materials, pedestrian access areas, etc.
5. Post-excavation surface elevations must be collected by the contractor and provided to the Engineer. Finished surface elevations of all placed materials must be provided to the Engineer.

In addition to project staking, a construction topographic surveying for excavated surfaces and finished surface elevations for all placed materials shall be conducted along the full width of the Work construction area. Transects shall be taken across the project areas at approximately 25-foot spacing or less and shall include as a minimum an elevation on the beach 20-25 ft seaward of the placed beach nourishment or armor materials.

The finished surface elevation of the beach nourishment material fill area, filter rock, armor rock, cobble, pedestrian access areas, curb wall areas shall not deviate from elevations shown on the Plans by more than the tolerances listed in the table below unless allowed by the Engineer or Inspector. As-built surveying/staking provided by the Contractor shall meet the following tolerance limits:

	Vertical	Horizontal
Shoreline Excavation Areas	NA	± 0.01 foot
As-built beach nourishment, geobag sand, filter rock, armor rock materials	+ 0.50 foot	± 0.50 foot
As-built curb wall materials	± 0.10 foot	± 0.10 foot
As-built pedestrian access area	+ 0.50 foot	± 0.10 foot
As-built landscape areas	+ 0.50 foot	± 0.10 foot
As-built filter fabric and coir wrap material	N/A	± 0.50 foot
As-built signs, signals, wheel stops, etc.	N/A	± 0.10 foot

Redline entries on the Record Drawings shall conform to the following standard:

1. Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
2. Additions - Red
3. Deletions - Green
4. Comments - Blue

5. Dimensions - Graphite
6. Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
7. Date all entries.
8. Clearly identify all items in the entry with notes similar to those in the Contract Drawings.

The Record Drawings shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. One set shall be submitted to the Engineer monthly along with the Contractor's request for progress payments. Failure to supply the record drawings each month or failure of the record drawings to reflect the above information in a clear and concise manner shall be basis for withholding the Contractor's Progress Payments until such time as they are completed to the satisfaction of the Engineer. Upon completion of review of the drawings, the Engineer shall either return the set of record drawings to the Contractor for continued use or may provide a new, unused set of documents for the Contractor's use.

Upon completion of all the work and prior to final acceptance, one or both of the sets of record drawings and specifications shall be delivered to the Engineer along with a copy of all supporting information. The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above.

#### **1-05.5(1) Project Electronic Data and Information**

Electronic submittals shall conform to Section 1-12. This may include RFIs, Work Directives, Project Data Submittals/Shop Drawings, and other project correspondence. Protocol and requirements shall be discussed and worked out with the Contracting Agency and Engineer in advance. Electronic data and information shall be in a PDF format that conforms to Section 1-06.1(3). Due to security and other IT system constraints, file sizes may be limited. Contractor shall provide paper copies at the request of the Contracting Agency or Engineer.

Once the Contract is awarded, the Contracting Agency will grant the Contractor access to their EADOC software for the Contractor's use on this project. No user fees will be charged to the Contractor for this software. All costs for the training and use of this software shall be considered incidental to the Contract.

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

*(October 1, 2005 APWA GSP)*

*Section 1-05.7 is supplemented with the following:*

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

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

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

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

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

the work as required.

#### **1-05.8 Coordination with Owner and Adjacent Homes**

*(Local Agency SP)*

*Section 1-05.8 is added as the following:*

Access to homes and businesses (including the Lighthouse Society and short term rentals) shall be maintained at all times. To maintain access to homes and businesses during the contract, the contractor shall observe the following requirements:

1. Post signs and notify homes and businesses at least five (5) working days ahead of any construction that may impact their access.
2. Provide alternate access as required to affected homes and businesses.

Maintaining access to homes and businesses shall be considered incidental to the Contract and included in other bid items. No separate payment shall be made.

#### **1-05.10 Guarantees**

*(Local Agency SP)*

*Section 1-05.10 is deleted and replaced with the following:*

In addition to any special warranties provided elsewhere in the Project Documents, the Contractor warrants to the Contracting Agency that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Project Documents, and that the Work will conform to the requirements of the Project Documents as described herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and may be rejected. The Contractor's warranty excludes remedy for damage caused by abuse, improper or insufficient maintenance, or improper operation. If required by the Contracting Agency's Representative or Contracting Agency, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided.

Neither final acceptance by the Contracting Agency nor partial and final payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship.

If, prior to the expiration of one year after the date of final acceptance of all work or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work (including materials and equipment) that is found to be defective or not in compliance with the Contract Documents, the Contractor shall promptly, without cost to Contracting Agency, either correct such work, or, if it has been rejected by Contracting Agency, remove and replace it with acceptable work. If the Contractor does not promptly comply with the notification issued by the Contracting Agency for correction of defective and/or non-complying work, the Contracting Agency may have the Work corrected or removed and replaced and all direct and indirect costs of such removal and replacement, including costs of all professional services, shall be paid by Contractor as provided for herein.

The Contractor must warrant plant material to remain alive and be in healthy, vigorous condition for a period of one (1) year after the date of Physical Completion. Inspection of plants will be made by the Engineer and/or inspector(s) at the completion of planting. The Contractor must replace, in accordance with the Contract Drawings and Special Provisions, all plants that are dead or, as determined by the Engineer and/or inspector(s), are in an unhealthy or unsightly condition, and have lost their natural shape due to dead branches, or other causes due to the Contractor's negligence. The cost of such replacement(s) is at the Contractor's expense. Warrant all replacement plants for one year after Physical Completion or installation, whichever is longer. Warranty shall not include damage or loss of trees, plants, or ground covers caused by fires, floods, freezing rains, lightning storms, or winds over 75 MPH, winter kill caused by extreme cold and severe winter conditions not typical of planting area, acts of vandalism, or negligence on the part of the Engineer and/or inspector(s). Remove and immediately replace all plants, as determined by the Engineer and/or inspector(s), to be unsatisfactory during the initial planting installation. This warranty also applies to existing trees, shrubs, and ground covers that are to be removed and heeled-in for later replanting on site.

Actual or alleged knowledge by the Contracting Agency, Engineer and/or inspector(s), prior to acceptance of all work by the Contracting Agency, of defects or deficiencies in the Work shall not, in any way, affect or diminish the guarantee by the Contractor. The guarantee shall apply to all elements and parts of the Work,

regardless of knowledge by the Contracting Agency, Engineer and inspector(s) of defects or deficiencies and regardless of failure of the Contracting Agency, Engineer and/or inspector(s) to inform the Contractor of known or suspected defects or deficiencies prior to final acceptance of the Work by the Contracting Agency.

All subcontractor's, manufacturers', and suppliers' warranties and guarantees, express or implied, for any part of the Work, materials and equipment shall be deemed obtained and shall be enforced by the Contractor for the benefit of the Contracting Agency without the necessity of formal transfer or assignment thereof.

Warranties and guarantees by subcontractors, manufacturers, and suppliers shall begin on and extend for one year after the date of final acceptance by the Contracting Agency of all work.

All work (including materials and equipment) repaired or replaced in accordance with this Section shall be guaranteed for a period of one year after the date of acceptance by the Contracting Agency of the repair/replacement work.

Nothing contained in these provisions shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection, or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Contracting Agency.

These guarantee provisions shall be inserted in all subcontracts and material contracts, and notice of these provisions shall be given to all persons furnishing materials for the Work when no formal contract is entered into for such materials.

#### **1-05.11(1) Substantial Completion**

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion and prepare a punch list of unresolved items. If the number of unresolved items exceeds 20, the Engineer may stop the inspection and notify the Contractor that the project is not ready for the Substantial Completion Inspection. The list of unresolved items shall be provided by the Engineer to the Contractor within 10 working days of the Contractor's request for Substantial Completion. The Engineer may also establish the Substantial Completion Date unilaterally. The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

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

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

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

#### **1-05.11(3) Final Inspection and Physical Completion**

When the Contractor considers the work physically complete and ready for final inspection, the Contractor, by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. If the number of unresolved items exceeds 20, the Engineer may stop the inspection and notify the Contractor that the project is not ready for the Physical Completion Inspection.

The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing



the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The list of unresolved items shall be provided by the Engineer to the Contractor within 10 working days of the Contractor's request for Physical Completion. The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

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

#### **1-05.12 Final Acceptance**

*(Local Agency SP)*

*The first paragraph of Section 1-05.12 is deleted and replaced with the following:*

The Contractor must perform all the obligations under the contract before a completion date and final acceptance can occur. Failure of the Contractor to perform all the obligations under the contract shall not bar the Contracting Agency from unilaterally accepting the contract as provided in Section 1-09.9. The Contracting Agency, or a duly authorized representative, accepts the completed contract and the items of work shown in the Comparison of Quantities by signature of the Notice of Completion and Acceptance.

The date of that signature constitutes the acceptance date. Progress estimates or payments shall not be construed as acceptance of any work under the contract.

#### **1-05.12(1) One-Year Guarantee Period**

*(Local Agency SP)*

*Section 1-05.12(1) is added as the following:*

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work, except that the Contractor must warrantee all vegetation after physical completion of work for a period of one (1) year after planting. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

#### **1-05.13 Superintendents, Labor and Equipment of Contractor**

*(August 14, 2013 APWA GSP)*

*Delete the sixth and seventh paragraphs of Section 1-05.13 is revised to read as follows:*

##### **1-05.13(1) Emergency Contact List**

*(Local Agency SP)*

*The second sentence in the first paragraph of Section 1-05.13(1) is revised to read as follows:*

The list shall include, at a minimum, the Prime Contractor's Project Manager, or equivalent, the Prime Contractor's Project Superintendent, and the Certified Erosion and Sediment Control (CESCL) Lead.

#### **1-05.15 Method of Serving Notices**

*(March 25, 2009 APWA GSP)*

*The second paragraph of Section 1-05.15 is revised to read as follows:*

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

**END OF SECTION 1-05**

**1-06 Control of Materials****1-06.1 Approval of Materials Prior to Use**

*(Local Agency SP)*

*Section 1-06.1 and its associated subsections are deleted and replaced with the following:*

All materials and articles incorporated into the permanent work:

1-03.27 Shall be new, unless the Special Provisions permit otherwise,

1-03.28 Shall meet the requirements of the Contract Documents and be reviewed by the Engineer prior to use,

1-03.29 May be inspected or tested at any time during their preparation and use, and

1-03.30 Shall not be used in the work if they become unfit even after being previously approved.

Prior to use, the Contractor shall assemble and submit to the Contracting Agency, Project Data and Shop Drawings for all proposed materials. The Contractor shall prepare and update on at least a monthly basis a submittal control document that indicates the status of all submittals. The status report shall be initially developed to identify all shop drawing and submittal data to be assembled and submitted by Contractor for Engineer's review.

The Contractor is cautioned that equipment and materials for which submittals are required, and which are constructed, installed, or incorporated prior to Engineer's review is at Contractor's risk. Such equipment or materials may be rejected by the Contracting Agency, and if rejected, shall be removed and replaced by the Contractor if so ordered by the Engineer or Construction Manager at the Contractor's expense.

**1-06.1(1) Contractor Responsibility for Submittals**

The Contract Drawings were developed to provide a general description of the work. These drawings do not and are not intended to provide all the details of each and every element of the work. The Contractor shall be responsible for, and prepare (or have prepared), all shop and working drawings required to supplement the Contract Drawings to establish the necessary details for construction.

Supplemental shop and working drawings shall be prepared by the Contractor as required by these Special Provisions. Supplemental shop and working drawings shall include but not be limited to metal fabrication plans and details, erection plans and details, masonry layout plans and details, reinforcing steel plans and details, shoring plans and details, concrete formwork plans and details, equipment installation plans and details, piping layout and support plans and details. The Contractor shall be fully and completely responsible for the accuracy of the dimensions and details of the supplemental shop and working drawings, including those prepared by subcontractors, suppliers, and detailers and for full and complete conformity with the defined and implied intent of the Contract Documents. The Contractor shall check all shop drawings to make sure they conform with the Contract Documents, and in the case of re- submittals, that all review comments have been addressed prior to transmittal.

The Contractor shall coordinate between suppliers to verify that equipment, mechanical, electrical, structural elements, and other parts of the work correctly interface. The Contractor shall check and verify field dimensions of new and existing work as needed to ensure that shop drawings and other submittals are correctly dimensioned. Catalog cut sheets shall be clearly marked or notated as to which items are intended to be supplied. The Contractor's shop drawings and submittals that have been carelessly or improperly prepared and clearly not reviewed by the Contractor will be returned un-reviewed.

The Contractor shall prepare and timely transmit submittals so as not to delay the construction schedule. The Contractor is responsible for the timeliness of submittals prepared by his suppliers and subcontractors. The Contractor shall anticipate the time required for review and possible re-submittals, and shall include reasonable amounts of time for preparation, distribution, and review of submittals in the construction schedule. The Contracting Agency and Engineer shall process submittals expeditiously and endeavor to complete reviews as quickly as possible but is under no obligation to waive procedures or expedite processing because of untimely submittals by the Contractor.

By approving and submitting shop drawings, product data and samples, the Contractor represents that he/she has determined and verified all materials, field measurements, and field construction criteria related thereto,

and that he/she has checked and coordinated the information contained within such submittals with the requirements of the work and Contract Documents, including with associated subcontractors, and is fully satisfied that they conform to the Contract Documents.

The Contract Price shall include the cost of furnishing all shop drawings, product data and samples, and the Contractor will be allowed no extra compensation for such drawings, product data or samples.

#### **1-06.1(2) Limitations of Engineer's Submittal Reviews**

Engineer's review and acceptance will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

Engineer's review and acceptance will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions.

Engineer's review and acceptance of required Shop Drawings or Samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Section 1-06.1(4) of the Special Provisions, and Engineer has given written acceptance of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and acceptance shall not relieve Contractor from responsibility for complying with the requirements of Section 1-06.1(3) of the Special Provisions.

Engineer's check and review of Shop Drawings and Samples, Standard Specifications and descriptive literature submitted by Contractor will be only for general conformance with design concept, except as otherwise provided, and shall not be construed as:

1. Permitting any departure from the Contract Requirements,
2. Relieving the Contractor of the responsibility for any error in details, dimensions or other issues that may exist in such submittals,
3. Constituting a blanket acceptance of dimensions, quantities, or details of the material or equipment shown, or
4. Approving departures from additional details or instructions previously furnished by Engineer. Such check or review shall not relieve Contractor of the full responsibility of meeting all of the requirements of the Contract Documents.

#### **1-06.1(3) Submittal Procedures and Requirements**

The Contractor shall transmit each submittal to the Engineer using a transmittal form provided by the Engineer. The Contractor shall certify that the contents of the submittal have been checked by the Contractor for conformance with the requirements of the Contract Documents. Submittals will not be reviewed without this certification. If it appears to the Engineer that the submittal has not been checked by the Contractor, no further review will occur, and it will be deemed incomplete and returned to the Contractor with a determination of "Revise and Resubmit".

Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

1. All field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto, the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work,
2. All information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto, and
3. Shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

A separate form shall be used for a given specification section. That is, only an item or items that pertain to a given section shall be listed. Different items within a given section shall be listed.

All submittals shall be transmitted to the Engineer via the Contractor. Submittals direct from subcontractors or suppliers will not be accepted. Any communications which may occur between the Engineer and subcontractors and suppliers shall not be construed as binding on the Engineer, Contracting Agency or Contractor unless formalized in accordance with procedures set forth in the Contract Documents.

### **Approved File Formats**

Submittals shall be Adobe PDF file format, version 8.0 or greater.

1. Bookmark all chapters, sections, and drawings.
  - a. Bookmarks shall include a logical description of the chapter or section or the title and number of the drawing.
2. Format shall be standard letter 8.5" x 11" for text and/or 11" x 17" landscape for drawings.
3. Acceptable fonts include:
  - a. Arial
  - b. Verdana
  - c. Helvetica,
  - d. Times New Roman
4. Font sizes for text-based documents must be no less than 10 pt and no greater than 14 pt for general text and no less than 12 pt and no greater than 18 pt for headers.
5. Font color must be black.
6. Text decoration, such as bold and italic, may only be used to emphasize key points.
7. Hyperlinks and graphics within the file is encouraged when appropriate.
8. Hyperlinks must use relative addressing.
9. Hyperlinks to information outside the primary domain of the client's intranet are unacceptable.
10. File names shall be in English, clearly convey the information contained in the file, and shall not exceed 100 characters in length. Only standard abbreviations may be used in file names.
11. Scanned documents are unacceptable.
12. Files shall not be password protected.

Each submittal shall be numbered consecutively, i.e., 1, 2, 3, etc. Assign re-submittals the same number as the original with a suffix of a sequential letter to denote it as a re-submittal. For example, the first re- submittal of submittal 25 would be 25A. Include only those items previously issued under the original submittal in re-submittals. Do not combine new submittals with re-submittals.

Where contents of submitted literature from manufacturers include data not pertinent to the submittal, the Contractor shall clearly indicate which item(s) or portion of the contents is provided and is to be reviewed by the Engineer.

The project data must be submitted in accordance with the instructions or the submittal may be returned without review, and the Contractor will not be entitled to any increase in Contract time. The Engineer will, upon completion of the review, return the transmittal form and a PDF copy of the submittal project data to the Contractor.

Engineer's review will be completed within ten (10) working days after receipt by Engineer of each complete submittal in proper sequence and will be returned to Contractor with one of the following markings:

1. "No Exceptions" indicates submittal has been reviewed and appears to be in conformance with requirements of the Contract Documents.
2. "Make Corrections Noted" indicates submittal appears to be in general conformance with

- requirements of the Contract Documents but requires some corrections. Contractor shall incorporate the corrections noted. No re-submittal is required.
3. "Revise-Resubmit" indicates submittal does not appear to be in conformance with the Contract Documents. Engineer's comments will be noted on the submittal or in a separate letter. Contractor shall recheck, make necessary revisions, and resubmit.
  4. "Reference" or "For Information Only" indicates submittal gives general information incidental to, but not required for, review or acceptance by the Engineer.
  5. "Submittal Not Required-No Action Taken" indicates that the submittal is not called for by the Contract Documents and that no action was taken by Engineer on the submittal.

The Contractor shall submit to the Contracting Agency, to demonstrate compliance with applicable safety and environmental regulations, copies of any safety and accident prevention or pollution control and/or environmental monitoring plans applicable to the project and required of the Contractor by law, as well as any on-site safety program measures applicable to the Contracting Agency or its agents or members of the public visiting the work area. When such documents require approval by a government agency, the Contractor shall also furnish evidence of approval. These submittals are informational and any comment or lack of comment by the Contracting Agency or Engineer thereon shall not be construed as either acceptance or rejection of these documents, which shall be a matter for agencies having jurisdiction.

If the Contractor fails to make the proper changes to the submittal and the Engineer is required to review a submittal more than three (3) times, the Contracting Agency may deduct the costs for subsequent reviews from the Contract Price.

#### **1-06.1(4) Submittal Variations**

Variations from the Contract Document are not allowed without prior acceptance by the Engineer and shall be made at no additional cost to the Contracting Agency or extension of the contract time unless accepted by a change order. Contractor shall give Engineer specific written notice of any such variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. The variations shall be specifically identified on each Shop Drawing or Sample submitted to Engineer for review and acceptance and shall direct specific attention to each deviation from the Contract Documents and state any trades, dimension, functions or other aspects of the work that will be affected by the proposed change. Otherwise, the Contractor will not be relieved of the responsibility of executing the Work in accordance with the Contract Documents, even though such Shop Drawings or Samples have been otherwise reviewed.

The Contractor is responsible for the design of any construction changes resulting from any such deviation, for dimensions which shall be confirmed and coordinated at the job site, for fabrication processes and techniques of construction, for coordination of the work with that of all trades and for a complete installation which will function as intended and originally specified.

If a Shop Drawing or Sample, as submitted, indicates a variation from the Contract Requirements as set forth in the Contract Documents, Contractor shall identify the cost of the variation on the Shop Drawing or Sample. If the Engineer finds the variation to be in the interest of Contracting Agency and the variation involve no change in the Contract Price or time for performance, Engineer may approve the Shop Drawings or Samples.

#### **1-06.1(5) Re-submittals**

Contractor shall make corrections required by Engineer and shall return corrected copies in accordance with procedures described in Special Provision 1-06.1(3). Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

#### **1-06.6 Substitutions**

*(Local Agency SP)*

*Section 1-06.6 is added as the following:*

Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for

review.

### **“Or Equal Items”**

“Or Equal” Items: If, in Engineer’s sole discretion, an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or equal” item, in which case review and acceptance of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if; in the exercise of reasonable judgment Engineer determines:

1. The proposed item is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics,
2. The proposed item will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,
3. Operation and maintenance costs and requirements are reasonably similar, and
4. The proposed item has a proven record of performance and comparable availability of service and parts.

Contractor shall also certify that, if approved and incorporated into the Work:

1. No increase in cost to the Contracting Agency or increase in Contract Times will result, and
2. The proposed item will conform to the detailed requirements of the item named in the Contract Documents.

If requested by the Engineer, Contractor shall furnish additional information for the Engineer’s review and consideration. Insufficient or inadequate information to substantiate an “or equal” determination by the Engineer will be grounds for rejection.

### **Substitute Items**

If, in Engineer’s sole discretion, an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item, it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

The requirements for review by Engineer will be as set forth herein and as Engineer may decide is appropriate under the circumstances. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1. Shall certify that the proposed substitute item will:
  - a. Perform adequately the functions and achieve the results called for by the general design,
  - b. Be similar in substance to that specified, and
  - c. Be suited to the same use as that specified.
2. Will state:
  - a. The extent, if any, to which the use of the proposed substitute item will prejudice Contractor’s achievement of Substantial Completion on time,
  - b. Whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Contracting Agency for other work on the Project) to adapt the design to the proposed substitute item, and
  - c. Whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

3. Will identify:
  - a. All variations of the proposed substitute item from that specified,
  - b. Available engineering, sales, maintenance, repair, and replacement services, and
  - c. Schedule impacts and changes to the construction schedule.
4. Shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

Contractor shall electronically submit data substantiating compliance of proposed product or supplier with Contract Documents on all requests for acceptance of change of any product or manufacturer. Submittal shall include:

1. Detailed description of the proposed change, including:
  - a. Product identification, including manufacturer's name and address,
  - b. Manufacturer's identification, including manufacturer's name and address,
  - c. Samples of proposed products,
  - d. Name, address, and telephone number of contact persons for similar projects on which product was used and date of installation, and
  - e. Drawings indicating and vertical details of all architectural, structural, mechanical, and electrical elements of proposed change.
2. Itemized comparison of proposed substitution with product or supplier specified,
3. Relation to separate subcontracts and trades,
4. Cost data on proposed substitution in comparison with product or supplier specified, and
5. Operation and maintenance requirements and costs.

Requests for change of product or design shall include certification by the Contractor that:

1. The Contractor has personally investigated the proposed product or design deviation and has determined that it is equal or superior in all respects to that specified,
2. The Contractor will provide the same guarantee for product or design deviation as for product or design specified, and
3. The Contractor will coordinate installation of accepted product or design deviation into work, making such changes as may be required for work to be complete in all respects.

Requests for change of products will not be considered if:

1. They are indicated or implied on project data submittals without a formal request having been submitted, and/or
2. Acceptance will require substantial revision to the Contract Documents.

#### **Substitute Construction Methods or Procedures**

If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those required for substitute items.

#### **Engineer's Evaluation**

Engineer will be allowed up to five (5) business days to evaluate each proposal or submittal made. Engineer may require Contractor to furnish additional data about the proposed substitute item, method, or procedure. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed, or utilized



until Engineer's review is complete, which will be evidenced by either a Change Order or an approved Shop Drawing. Engineer will advise Contractor in writing of any negative determination.

The Engineer may elect to reject any or all requests for deviation at his sole discretion without cause or justification. The Contractor shall immediately proceed with the Work in accordance with the Contract Documents upon notification of rejection of any request for deviation.

### **Special Guarantee**

Contracting Agency may require Contractor to furnish, at Contractor's expense, a special performance guarantee or other surety with respect to any substitute, change in construction methods or procedures, or change in design.

### **Engineer's Cost Reimbursement**

Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, the Contracting Agency may subtract said costs from payments due to the Contractor. The Contracting Agency may also subtract any charges of the Engineer associated with making changes in the Contract Documents (or in the provisions of any other direct contract with Contracting Agency) resulting from the acceptance of each proposed substitute.

### **Contractor's Expense**

Contractor shall provide all data in support of any proposed substitute or "or equal" at Contractor's expense. The Contractor shall be responsible for and assume all costs of all elements involving implementing and completing approved deviations including, but not limited to, coordination, confirming dimensions at the job site, design, preparation of plans, procurement of materials and equipment, fabrication, construction, installation, and instigation of service. If, in the opinion of the Engineer, the completed improvements of each deviation do not fulfill, provide, and meet the defined and implied intent of the Contract Documents, the Contractor shall provide the labor, materials, and equipment required to modify the Work to the satisfaction of the Engineer.

The Contractor shall be responsible for modifications to electrical, structural, mechanical, or other aspects of the work or design as required to install or incorporate materials or equipment selected by the Contractor.

Regardless of the method of specification or selection, any product which is installed or incorporated into the work without prior acceptance of the Engineer may not be accepted by the Contracting Agency.

When material or equipment is specified by performance requirement or reference to specifications, standards, or publications of organizations, the Contractor shall select material or equipment which the Contractor considers to comply with the specified reference standard. The Contractor shall submit a request for acceptance of the selected product in accordance with these Special Provisions.

### **1-06.7 Testing and Quality Controls**

*(Local Agency SP)*

*Section 1-06.7 is added as the following:*

#### **Contracting Agency-Furnished Testing and Inspections**

The Contracting Agency will retain a qualified independent testing laboratory to perform the laboratory and field tests listed below:

1. Testing of all imported materials, including beach nourishment material, sand, gravel, filter rock, topsoil, compost (e.g., sieve analysis, sand equivalent),
2. Moisture-density relationships of backfill materials,
3. In-place soil density of structure backfill,
4. In-place soil density of paver sub-base and structural section, including asphalt concrete,

Contractor shall fully cooperate with Contracting Agency-Furnished Testing and Inspections. Contractor shall provide Contracting Agency's Representative timely notice on the readiness of work for required inspections, tests, or acceptance. Contractor shall provide access to the work for testing personnel.

Where testing is to be performed in a potentially unsafe or confined work area, Contractor shall stop work and provide all required safety measures to assure the safety of testing personnel.

Contracting Agency will provide one copy of test results to Contractor as soon as they are available. Contractor shall anticipate that extensive laboratory and/or field testing will be performed by the laboratory retained by the Contracting Agency.

Contractor shall anticipate that such testing may hinder, delay, or complicate execution of the work. Contractor shall not be entitled to an extension of Contract Time or to any claim for damages because of hindrances, delays, or complications caused by or resulting from laboratory and/or field testing performed by the Contracting Agency.

Special inspection by certified inspectors and a certified testing lab may be required on the following, but not limited to:

1. Structure concrete reinforcement and concrete, and
2. Structure excavation/fill.

Contractor shall coordinate with the Contracting Agency's Representative and fully cooperate with the testing services company for the above testing and special inspections and other testing and special inspections as may be specified elsewhere in the Special Provisions. Contractor shall provide access to the work for testing personnel. Where testing is to be performed in a potentially unsafe or confined work area, Contractor shall stop work and provide all required safety measures to assure the safety of testing personnel. Contractor shall furnish Engineer copies of all agency inspection reports or approvals.

#### **Correction of Defective Work**

If test or operational results indicate that the work performed, or materials or equipment furnished, by the Contractor does not comply with the Contract Documents, Contractor shall immediately take all necessary measures to correct the defective work, and/or replace defective materials or equipment. Depending on the situation, an independent testing firm may be retained to test the corrected work to determine if the corrections are satisfactory. All costs that are incurred by the Contracting Agency and Engineer as a result of the defective work, materials, or equipment, including retesting, shall be borne by the Contractor, and will be deducted from progress payments.

#### **END OF SECTION 1-06**

**1-07 Legal Relations and Responsibilities to the Public****1-07.1 Laws to be Observed**

*(October 1, 2005 APWA GSP)*

*Section 1-07.1 is supplemented with the following:*

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

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington DOSH.

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

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

*(Local Agency SP)*

*Section 1-07.1 is further supplemented with the following:*

The Contractor shall be responsible to immediately report to the Engineer any deviation from the contract provisions pertaining to environmental compliance, including but not limited to spills, unauthorized fill in waters of the State, including wetlands, water quality standards, noise, air quality, etc.

**1-07.2 State Taxes**

*(June 27, 2011 APWA GSP)*

*Section 1-07.2 is deleted, including its sub-sections, and replaced with the following:*

**1-07.2 State Sales Tax**

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

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

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

**1-07.2(3) Services**

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

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

*(Local Agency SP)*

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

The Contractor shall provide for safe access to the construction site and to the Contractor's records by the Washington State Department of Ecology personnel.

#### **1-07.5(8) Noise Restrictions**

*(Local Agency SP)*

*Section 1-07.5(8) is added as the following:*

The Contractor shall comply with all local controls and noise level rules, specified requirements, regulations and ordinances which apply to any work performed pursuant to the Contract. If the requirements of this Section are more restrictive than those of the local regulations or specified in Section 02 22 29, the requirements of this Section shall govern.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be enclosed, and shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler and enclosure.

Noise levels for scrapers, pavers, graders, and trucks shall not exceed 90 dBA and pile drivers shall not exceed 95 dBA at 50 feet as measured under the noisiest operating conditions. For all other equipment, noise levels shall not exceed 85 dBA. Equipment that cannot meet these levels shall be quieted by the use of improved exhaust mufflers, portable acoustical screens, or other means. Equipment not modified to meet these requirements shall be removed from the project.

Where feasible, the Contractor shall use electric rather than diesel or gas-powered equipment.

#### **1-07.6 Permits and Licenses**

*(Local Agency SP)*

*Section 1-07.6 is deleted and replaced with the following:*

#### **1-07.6(1) Contracting Agency-Furnished Permits**

The Contractor shall assure that all necessary permits are obtained and is responsible for reviewing all permits to become familiar with their requirements. All specific permits, licenses, inspections, etc. which may be required, if not already obtained or applied for by the Contracting Agency, shall be obtained and paid for by the Contractor, including but not limited to a County business license.

The following permits have been obtained and are included in Appendix A

- Hydraulic Project Approval (HPA) from the Washington Department of Fish and Wildlife (WDFW) (2024-6-414+01)
- Nationwide Permits 3 and 27 from the U. S. Army Corps of Engineers (NWS-2023-125)
- Washington State Department of Ecology's (WA Ecy) Section 401 Certification Order (No. 23255)
- Washington State Department of Ecology's Coastal Zone Management Consistency Decision
- Washington State Department of Ecology's Construction Stormwater General Permit (CSGP) (WAR314051)
- Kitsap County Building Permit (No. 24-04116)
- Kitsap County Substantial Development Permit (No. 24-04117)

The Contractor shall comply with all conditions and requirements of the Contracting Agency-Furnished Permits. The Contractor shall schedule all permit-required inspections and provide access to the project by regulatory officials for determination of compliance. The Contractor is responsible for providing detailed submittals (photos, surveys, etc.) to the Owner and Engineer for all items required in these permits. The Contractor shall anticipate that compliance with the permits and any necessary corrective action may result in delay or hindrance of the Contractor's prosecution of the work. The Contractor shall not be entitled to any additional compensation or extension of Contract Time for delays or additional work resulting from compliance with Contracting Agency-Furnished Permits.

Prior to beginning work, the Contractor shall file "Transfer of Coverage" form with Ecology to transfer permittee of CSGP from Engineer to the Contractor. Any fines or penalties incurred by the Contracting Agency for not meeting state water quality standards and/or lack of stormwater pollution prevention on this Project shall be deducted from monies otherwise due to Contractor. Any fines assessed directly to the Contractor shall be paid directly to the fining authority, at the Contractor's own cost. The Contractor shall also

transfer Building Permit No. 24-04117 from the Engineer to the Contractor. All Kitsap County Department of Community Development inspections listed in the Permit No. 24-04117 shall be scheduled by the Contractor. If re-inspections fees shall be paid at the Contractor's own cost.

### **1-07.6(3) Business and Contracting Licenses**

At a minimum, the Contractor and his subcontractors shall have the following licenses and shall submit proof of such licensing to the Contracting Agency upon request:

1. Washington State Contractor License
2. Washington State Business License

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

*(Local Agency SP)*

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

Workers shall be paid at least the wages printed in the current prevailing wage rates at the time of the bid opening as prepared by the Department of Labor and Industry. A copy of the journey level rates for Kitsap County rates is included in Appendix B and is made a part of the Contract. The Contractor is referred to the Department of Labor and Industries website stated below for information regarding apprentice level rates. Contractor shall be responsible for checking and obtaining any updates or corrections to these wage rates and complying with any modifications prior to bidding. Contractor shall account for increased labor costs in his bid and no additional payment shall be made for increases in the prevailing wage rates for the project's duration. Prevailing wage rates can be obtained from the Industrial Statistician upon request at the following address:

Department of Labor and Industries Prevailing Wage Office  
P.O. Box 44540  
Olympia, WA 98504-4540  
Telephone: (360) 902-5335  
Fax: (360) 902-5300  
<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates>

Contractors may also contact the Kitsap County Purchasing Office at the contact information contained in the Invitation to Bid to view or obtain a hard copy of the applicable wage rates.

Before payment is made by or on behalf of the Contracting Agency of any sums due under this Contract, the Contractor and each subcontractor shall submit a Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid. It shall be the responsibility of the Contractor to require all subcontractors to complete Affidavits of Wages Paid and to make the proper filing of same.

A fee per each Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid is required to accompany each form submitted to the Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries with a copy of all said applications being provided to the Contracting Agency. These fees shall be incidental to and included in the Contract Price.

### **1-07.13(1) General**

*(Local Agency SP)*

*Section 1-07.13(1) is supplemented with the following:*

The Contracting Agency reserves the right to use and/or occupy any portion of the project or it's improvements which have been completed sufficiently to permit use and occupancy and such use shall not be construed as an acceptance of the work or any part thereof, and any claims which the Contracting Agency may have against the Contractor shall not be deemed to have been waived by such use and/or occupancy.

### **1-07.14 Responsibility for Damage**

*(Local Agency SP)*

*Section 1-07.14 is supplemented with the following:*

The Contractor shall protect, defend, indemnify, and save harmless the Contracting Agency, its officers, officials, employees, agents, and Engineer from any and all claims, demands, suits, penalties, losses, damages, judgments, or costs of any kind whatsoever (hereinafter "claims"), arising out of or in any way resulting from the Contractor's officers, employees, agents, and/or subcontractors of all tiers, acts or omissions, performance or failure to perform this Contract, to the maximum extent permitted by law or as defined by RCW 4.24.115, now enacted or as hereinafter amended.

The Contractor's obligations under this section shall include, but not be limited to:

1. The duty to promptly accept tender of defense and provide defense to the Contracting Agency at the Contractor's own expense.
2. The duty to indemnify and defend the Contracting Agency and Engineer from any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the Contractor's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Contracting Agency with a full and complete indemnity and defense of claims made by the Contractor's employees. The parties acknowledge that these provisions were mutually negotiated and agreed upon by them.
3. To the maximum extent permitted by law, the Contractor shall indemnify and defend the Contracting Agency and Engineer from and be liable for all damages and injury which shall be caused to owners of property on or in the vicinity of the work or which shall occur to any person or persons or property whatsoever arising out of the performance of this Contract, whether or not such injury or damage is caused by negligence of the Contractor or caused by the inherent nature of the work specified.

The Contracting Agency may, in its sole discretion, withhold amounts sufficient to pay the amount of any claim for injury, and/or pay any claim for injury of which the Contracting Agency may have knowledge, regardless of the formalities of notice of such claim, arising out of the performance of this Contract.

An amount withheld will be held until the Contractor secures a written release from the claimant, obtains a court decision that such claim is without merit, or satisfies any judgment on such claim. In addition, the Contractor shall reimburse and otherwise be liable for claims costs incurred by the Contracting Agency, including, without limitation, costs for claims adjusting services, attorneys, engineering, and administration.

In the event the Contracting Agency incurs any judgment, award, and/or costs arising, including attorneys' fees, from enforcing the provisions of this provision, all such fees, expenses, and costs shall be recoverable from the Contractor.

#### **1-07.15 Temporary Water Pollution/Erosion Control**

*(Local Agency SP)*

*Section 1-07.15 is supplemented with the following:*

The Contractor shall submit bi-weekly updates of the temporary water pollution/erosion control plan. These updates shall include, but are not limited to, sketches showing location of control facilities such as the stabilized construction entrance, straw bales, straw wattles, silt fences, and areas to be covered at end of shift. These updates shall be submitted to the Engineer for review every other week unless otherwise directed by the Engineer. The Engineer will review the updated plan and provide comments to Contractor.

The Contractor shall be responsible throughout the life of the project to take all necessary precautions to prevent pollution, erosion, siltation, and related damage to property caused by any water leaving work areas, including borrow and stockpile areas. All silt shall be contained within the construction area. Required temporary water pollution control measures shall be in accordance with the requirements of Section 8-01 as amended by the Special Provisions.

The Contractor shall pay all fines and citations charged to the Contracting Agency for discharging turbid water from the site during the life of the project. In addition, the Contractor shall pay all costs for repair to property damaged (onsite and offsite) by water discharged from work areas used in this Contract.

Construction and maintenance of erosion control measures shall be performed according to the Contract Documents and applicable permits. Other or additional temporary water pollution/erosion control measures may be required at the discretion of the Engineer. Costs for temporary water pollution/erosion control shall be

in accordance with that specified in Section 8-01 as amended in the Special Provisions.

The Contractor shall meet all federal, state, and local pollution control regulations for all work performed under this contract. No lime, wet concrete, petroleum products, silts, organic material, or other deleterious materials are allowed to fall, flow, leach, or otherwise enter public waters.

The Contractor shall observe all statutes, ordinances and regulations pertaining to the prevention of environmental pollution and the preservation of public natural resources. All such statutes, ordinances, regulations, or portions thereof pertaining to work under this contract are hereby incorporated with and made part of this contract.

The Contractor shall be aware of these provisions and coordinate with the specific controlling agencies.

The Contractor shall furnish all bonds and insurance required by the controlling agencies and shall, if requested, pay for any inspections and testing accomplished or furnished by them.

#### **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**

*(Local Agency SP)*

*Section 1-07.15(1) is supplemented and modified as follows:*

All costs associated with this work shall be considered incidental to the construction and included in other items of work.

#### **1-07.16(1) Private/Public Property**

*(Local Agency SP)*

*Section 1-07.16(1) is supplemented with the following:*

The Contractor shall restore all roads and streets in which the surface is removed, broken or damaged, or in which the ground has caved or settled, due to hauling of materials, equipment and/or supplies and installation of the improvements covered by this contract, to the original grade and crown section unless otherwise indicated. Contractor shall match the existing surfacing for depth, materials, and surface finish, including striping and pavement markings, except as otherwise specified.

At all times during work, the Contractor shall keep the premises clean and orderly, and upon completion of the work, repair all damage caused by equipment and leave the project free from all rubbish and excess material of any kind.

The Contractor shall reconstruct all curbs, driveways, permeable parking areas, sidewalks and similar structures and utilities, which are broken or damaged during construction. Reconstruct with the same kind of material with the same finish, and in not less than the same dimensions as the original work. Remove and replace the entire portions between joints or scores and not merely by refinishing the damaged part. Match the appearance of the existing improvements as nearly as possible.

The Contractor shall be fully responsible for the prevention of damage to the City's, County's, or State's roads. Prior to beginning construction, the Contractor shall obtain any and all licenses or permits required for the travel on, and work within, the Road Right-of-Way.

Paved areas including adjacent, or haul route streets shall be maintained for the duration of the Contract. Street sweeping shall be performed as required and at the direction of the Engineer using a self-propelled vehicle outfitted with rotating brushes and a filtered vacuum system to collect sediment, dust, and debris from paved road surfaces. The vehicle shall store street sweepings internally. Collected street sweepings shall be disposed of by approved disposal method(s) in accordance with the Contract. The Contractor shall provide a wheel wash, if necessary, to prevent tracking of mud and dirt onto paved roads. Wheel wash water shall not be discharged to any storm drain or stream. Thoroughly clean all spilled dirt, gravel, or other material caused by the construction activities from all roads and streets at the end of each day.

The Contractor shall at all times maintain the integrity of the existing pavement, shoulder, culverts, and roadside ditches. If the existing pavement or shoulder is removed, broken, or damaged as a result of the construction of the improvements covered by this Contract, the Contractor shall restore the damaged area to the original grade and crown sections in accordance with the Standard Specifications. New surfacing shall match the existing surfacing for depth, materials, and surface finish, including striping and pavement markings. Restore all culverts equal to existing condition or better.

Vehicles leaving the site shall be cleaned and loads secured to prevent the deposition of muds, silts, sands and construction materials on roads or highways. Any such degradation of roads or highways shall be corrected by the end of each working day so that the road is in a clean state. Tracked vehicles shall be constrained to paved or unpaved areas that will be restored.

#### **1-07.16(4) Archaeological and Historical Objects**

*After the third paragraph of Section 1-07.16(4)A, add the following:*

On-site archaeological monitoring will occur for all ground disturbance within the APE. This includes but is not limited to the removal of the rocks that make up the rock revetment wall, grading of the rock revetment area, excavation for the gravel trail, excavation for the curb wall, excavation for the parking lot, and installation of silt fence. Archaeological Monitors, hired by the Contracting Agency, will observe excavation and soil removal from multiple perspectives in proximity to working equipment, requiring close communication with construction supervisors and equipment operators. Excavated spoils may be examined in concert with monitoring excavations. The Archaeological Monitor will remove objects of interest as they appear.

At times, the Project Archaeologist / Archaeological Monitor may request assistance from the Contractor's equipment operators at locations where potential archaeological resources may be present. They may request permission to enter excavation areas to clean and examine profiles, obtain matrix samples or artifacts, or quickly record ground conditions. The Project Archaeologist / Archaeological Monitor may request that excavation be conducted in thin lifts or otherwise modified excavation procedures to provide exposures of subsurface deposits and stratigraphic profiles. Such inspections are incidental to the Contract.

On-Site monitoring requires the active, continuous attention of an Archaeological Monitor who is physically present during construction ground disturbance. Construction ground disturbance may not occur without an Archaeological Monitor being present.

See Appendix C for additional information in the site specific Archaeological Resources Monitoring.

#### **1-07.16(4)A Inadvertent Discovery of Human Skeletal Remains**

*(Local Agency SP)*

*The first paragraph of Section 1-07.16(4)A is revised to read as follows:*

If human skeletal remains are encountered by the Contractor, they shall not be further disturbed. The Contractor shall immediately notify the Contracting Agency of any such finds, and shall cease all work in the area of, and adjacent to, the discovery, in an area adequate to provide for the total security and protection of the integrity of the skeletal remains. In accordance with RCW 27.44.055 (Duty to Notify section of Indian Graves and Records Act), the Contracting Agency will then make the necessary notifications and ensure that the appropriate actions are taken to secure and protect the discovery site and remains. The Contracting Agency may require the Contractor to suspend work in the vicinity of the discovery until final determinations are made and removal of the skeletal remains is completed.

See Appendix C for additional information in the site specific Inadvertent Discovery Plan.

#### **1-07.16(6) Interfering Structures**

*(Local Agency SP)*

*Section 1-07.16(6) is added as the following:*

The Contractor shall take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground. An attempt has been made to show major structures on the Drawings. The completeness and accuracy of information shown however, cannot be guaranteed. Protect underground and aboveground existing structures from damage, whether or not they lie within the limits of the easements obtained by the Contracting Agency. Where such existing fences, gates, barns, sheds, buildings, or any other structure must be removed in order to properly carry out the construction, or are damaged during construction, restore to their original condition to the satisfaction of the property owner involved at the Contractor's own expense. Notify the Engineer of any damaged underground structure and make repairs or replacements before backfilling.

If existing structures are encountered which prevent the construction, and which are not properly shown on the Drawings, notify the Engineer before continuing with the construction in order that the Engineer may make such field revisions as necessary to avoid conflict with the existing structures. It is expected that minor



relocations of the work will be necessary during the progress of construction. If the Contractor fails to notify the Engineer when an existing structure is encountered, and proceeds with construction despite this interference, the Contractor shall do so at the Contractor's own risk and expense.

#### **1-07.17 Utilities and Similar Facilities**

*(Local Agency SP)*

*Section 1-07.17 is supplemented with the following:*

The information shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based on available information furnished to the Contracting Agency or Engineer by the owners of such Underground Facilities without necessarily uncovering, measuring or other verification of the utilities. Additional utilities may be encountered and the actual locations of the utilities indicated on the Plans may vary from the locations indicated. The information is provided for the convenience of the Contractor only, and no responsibility is assumed by either the Contracting Agency or the Engineer for its accuracy or completeness. The Contractor shall have full responsibility for reviewing and checking utility information, locating all underground facilities, and coordinating work with the owners of such underground facilities. The Contractor shall take the necessary precautionary measures to protect the existing utilities and structures indicated and any other utilities or structures which may be encountered during construction and shall be responsible for the repair of any damage thereto resulting from the work if:

1. The utility owner has field located and marked its facilities and the actual location of any portion of the utility is within two feet horizontally either side of said location mark; or
2. The utility system is visible or has become visible or can be reasonably assumed to exist at the location due to visible evidence prior to the damage; or
3. The Contractor failed to provide the required notification to the utility owner prior to the damage to the utility.

Existing underground utilities, whether public or private, which are damaged by the Contractor, will be repaired by the utility owner, or as directed by the utility owner.

All existing utilities shall be maintained in continuous operation and properly protected during the Contractor's operations unless the Contractor receives written approval from the utility owner for interruption of service. In addition, all work by the Contractor adjacent to, or in the vicinity of, existing utilities shall be performed in accordance with the requirements of the utility owners. The Contractor shall pay all permit, inspection, and other fees levied by the utility owners. Where the Contractor's operations could damage or inconvenience other utility systems or services, the operations shall be suspended until all arrangements necessary for the protection or relocation of these utilities and services have been made by the Contractor. Notify all utility offices, which are affected by the construction operation at least 48 hours in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities.

The Contractor shall anticipate that service lines between utility systems and private residences will be encountered and no additional compensation shall be made with work associated with crossings of any service lines. Service lines may not be shown on the Plans and may not be field located by the utility. The Contractor shall determine the actual location and protect from damage all service lines. If any utilities or service lines are damaged by the construction operations, Contractor shall promptly notify the proper authority and begin or cause the repair as required by the utility so that the utility or service is back in service as promptly as possible. In no case shall interruption of any water, sewer, or other utility service be allowed to exist outside working hours unless prior approval is granted.

In the event the Contractor encounters water service lines that interfere with trenching, the Contractor may, by obtaining prior approval of the property owner, Water Purveyor, and the Engineer, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's sole expense. In the event the Contractor encounters water service lines that interfere with new improvements, the Contractor shall notify the Engineer.

Some existing utility poles, lines, piping and/or appurtenances may need to be held in place, removed, or relocated as part of this project. If said work is required, the Contractor shall coordinate and schedule all such work with the respective utilities so that the Contractor's work and schedule are not impacted. Public and

private utilities, or their contractors, will furnish all work necessary to hold, adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such work, if required, will be done during the prosecution of the work for this project. The Contractor's attention is directed to the fact that significant lead times may potentially be required to coordinate and schedule with the utility companies to perform the work.

Removal, relocation, and adjustment of existing utilities where shown on the Plans or where it could reasonably be foreseen to accommodate the work by the Contractor shall be ordered and paid for by the Contractor. If or when utility conflicts occur, the Contractor shall continue construction on other aspects of the project. Any change to the operation necessary to work around the conflicts shall be incidental to the various bid items of the contract and no further compensation will be made.

The Contractor shall anticipate that the owners of existing utilities may choose to modify and/or improve the existing systems at the time that the Contractor is working. The Contractor shall perform any and all work required to accommodate concurrent work by the owners of existing utilities. The Contractor shall coordinate his activities with those of the utility owners to enable both activities to proceed without delay.

The Contractor shall call the Utilities Underground Locate Center (One Call Center) for field location of utilities not less than two or more than ten business days before the scheduled date for commencement of excavation which may affect underground utility facilities. Notice shall be provided individually to those owners who are not members of the one-number locator service and are known to or suspected of having underground facilities within the area of proposed excavation. The Washington State Department of Transportation is not a participant in the One Call Center and shall be contracted directly for any work that may impact utilities in the State right of way.

A private utility locate may also be required to field located utilities. The Contractor is solely responsible for arranging private utility locates, as required. The private utility locate shall be incidental to the contract.

The Contractor shall not be entitled to an extension of time or to any claim for damages because of hindrances or delays caused by these activities.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits and other pertinent contacts are supplied for the Contractor's convenience:

Kitsap County Public Works 614  
Division Street  
Port Orchard, WA 98366  
(360) 337-5777  
Doug Benoit

Lumen/Century Link  
Raymond Jones  
(253) 313-3666, Office  
(360) 626-0263, Cell

Don Twiggs  
(425) 480-1204, Cell

Masood Zeerak  
(720) 888-8568, Office

Cascade Natural Gas 6313 Kitsap  
Way  
Bremerton, WA 98312  
(360) 328-6845, Cell  
(360) 405-4225, Office  
Shawn O'Neill

Puget Sound Energy 10885 NE  
4th St.  
P.O. Box 97034  
Bellevue, WA 98009  
(888) 225-5773  
Victor Ibarra

Comcast  
1225 Sylvan Way  
Bremerton, WA 98310  
(360) 377-8528, Office  
(877) 824-2288, Service  
(800) 424-5555, Buried Cable  
Location

Kitsap Transit  
60 Washington Avenue, Suite 200  
Bremerton, WA 98337  
(360) 479-6966  
Kathryn Jordan

**1-07.18 Public Liability and Property Damage Insurance***(Local Agency SP)**Section 1-07.18 is deleted and replaced with the following:***1-07.18 Insurance****1-07.18(1) General Requirements**

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

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

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

- 1. The Contracting Agency and its officers, elected officials, employees, agents, and volunteers.
- 2. The Contracting Agency's consultant, Blue Coast Engineering LLC and its subconsultants:

- a. Environmental Science Associates
- b. Art Anderson Associates, Inc.
- c. Farallon Consulting, LLC
- d. Waterfront Environmental

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

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

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

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

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

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

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

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

Verification of coverage shall include:

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

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

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

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

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the

responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

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

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

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

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

Such policy must provide the following minimum limits:

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

#### **1-07.18(5)B Automobile Liability**

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

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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#### **1-07.18(5)C Workers' Compensation**

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

#### **1-07.18(5)D LHWCA Insurance**

If this Contract involves work on or adjacent to Navigable Waters of the United States, the Contractor shall procure and maintain insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act (LHWCA).

Such policy must provide the following minimum limits:

\$1,000,000	Bodily Injury by Accident – each accident
\$1,000,000	Bodily Injury by Disease – each employee
\$1,000,000	Bodily Injury by Disease – policy limits

#### **1-07.18(5)E Protection & Indemnity Insurance Including Jones Act**

If this Contract involves marine activities, or work from a boat, vessel, or floating platform, the Contractor shall procure and maintain Protection and Indemnity (P&I) coverage including collision liability, injury to crew (Merchant Marine Act of 1920 - Jones Act) and passengers, removal of wreck and liability for seepage, pollution, containment, and cleanup using form SP-23 or SP 38 or a form as least as broad.

All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional insureds on the Contractor's Protection and Indemnity insurance policy.

Such policy must provide the following minimum limits:

\$1,000,000	Bodily Injury by Accident – each accident or occurrence
\$1,000,000	Bodily Injury by Disease – each employee
\$1,000,000	Bodily Injury by Disease – policy limits

#### **1-07.18(5)F Hull and Machinery**

If this Contract involves use of a boat, vessel, or floating platform, the Contractor shall procure and maintain coverage at Market Value of vessel on American Institute Hull Clauses, 6/2/77 form.

#### **1-07.18(5)G Marine Pollution**

The Contractor shall procure and maintain Pollution Liability (OPA, CERCLA) insurance to satisfy U.S. Coast Guard requirements as respects the Federal Oil Pollution Act of 1990 and the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended.

Such policy must provide the following minimum limits, or statutory limits of liability as applicable, whichever is higher:

\$1,000,000	per Occurrence
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#### **1-07.23 Public Convenience and Safety**

*(Local Agency SP)*

*Section 1-07.23 is supplemented with the following:*

Contractor shall be responsible to notify, in writing, local fire, school (Central Kitsap School District 401), law enforcement authorities, Kitsap Transit, Paratransit Services, or other affected persons, not less than ten (10) working days prior to construction operations that will deviate and/or delay traffic from the existing traffic pattern, so that these agencies may reroute emergency or other vehicles and may revise bus stops as necessary.

Contractor shall at all times conduct the work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. Contractor shall be aware that any road closures that last more than 12 hours will require approval by the County Commissioners prior to the closure. Obtaining that approval can take up to 8 weeks.

Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by Contractor to insure the use of sidewalks and private and public driveways, and the proper functioning of all gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses. Access must be maintained for foot and bus traffic to nearby schools.

Contracting Agency and controlling public authorities shall be notified at least 24 hours in advance of any actions by Contractor which may affect the functions of the police or fire departments, school system, or water and sewer districts.

Contractor shall conduct the work and take preventative measures such that dust in the project area shall not become objectionable to the adjacent property owners. Should the Contracting Agency determine Contractor is not fulfilling this obligation; Contracting Agency reserves the right to take such action as may be necessary and to charge Contractor for any costs that may be incurred in such remedial action.

All work shall be conducted with due regard for the safety of the public. Open trenches shall be completely backfilled or covered prior to the stop of work each day and provided with barricades of a type that can be seen at a reasonable distance, and at night they shall be distinctly indicated by adequately placed lights. Safety instructions received from Engineer, Controlling Agency, or Contracting Agency shall be observed, but the following of such instructions shall in no way relieve Contractor of his responsibility or liability should any accident or loss occur as the result of the construction operations. Flaggers shall be provided by Contractor as required to direct traffic.

It shall be Contractor's responsibility to see that all requirements of the Federal William-Stieger Occupational Safety and Health Act as well as the State of Washington Industrial Safety and Health Act, are observed and enforced to protect all the workmen on the project as well as the general public.

Complaints received by Contracting Agency concerning public inconvenience or safety hazards will be referred to Contractor for immediate corrective action. In addition to normal work hours, corrective actions may need to be taken on Saturdays, Sundays, holidays, and at times other than normal work hours.

#### **1-07.23(1) Construction under Traffic**

*(Local Agency SP)*

*The second paragraph of Section 1-07.23(1) is revised to read as follows:*

To disrupt public traffic as little as possible, Contractor shall permit traffic to pass through the work with the least possible inconvenience or delay. Contractor shall maintain existing roads, streets, sidewalks, and paths within the project limits, keeping them open, and in good, clean, safe condition at all times. If there is need to temporarily block access, such blockages shall be coordinated with the Contracting Agency, the affected property owners, and the Engineer. Deficiencies caused by Contractor's operations shall be repaired at Contractor's expense. Deficiencies not caused by the Contractor's operations shall be repaired by Contractor when directed by the Engineer, at the Contracting Agency's expense. Contractor shall also maintain roads, streets, sidewalks, and paths adjacent to the project limits when affected by the Contractor's operations. Snow and ice control will be performed by the Contracting Agency on all projects. Cleanup of snow and ice control debris will be at the Contracting Agency's expense. Contractor shall perform the following:

1. Remove or repair any condition resulting from the work that might impede traffic or create a hazard.
2. Keep existing traffic signal and highway lighting systems in operation as the work proceeds. Contracting Agency will remain responsible for the routine maintenance on such systems.
3. Maintain the striping on the roadway. Contractor shall be responsible for scheduling when to renew striping, subject to the approval of the Engineer. When the scope of the project does not require work on the roadway, the Contracting Agency will be responsible for maintaining the striping.
4. Maintain existing permanent signing. Repair of signs will be at the Contracting Agency's expense, except those damaged due to the Contractor's operations.
5. Keep drainage structures clean to allow for free flow of water. Cleaning of existing drainage structures will be at the Contracting Agency's expense except when flow is impaired due to the Contractor's operations. Contractor shall be responsible for cleaning existing drainage structures that have been impaired by the Contractor's work.
6. All trenches within the right of way shall be backfilled completely and the surface restored to a good, clean, safe, and drivable condition before leaving the site after each day's work. Contractor may leave the trench open if steel sheets coated with asphalt are installed and properly wedged with cold mix to provide a smooth transition.

Contractor shall maintain pedestrian and vehicular traffic around the work areas at all times. Contractor shall also maintain ingress and egress to local businesses at all times. Contractor shall submit a traffic control plan for review and acceptance prior to construction. The traffic control plan shall clearly show the type, location and spacing of all traffic control devices. Contractor shall maintain detour signing and changeable message signs (CMS) for the approved detour throughout the duration of the work. The traffic control plan shall be updated as needed as work progresses. Contractor shall be held liable for all claims resulting from the improper installation and/or maintenance of the detour and traffic control plans.

#### **1-07.24 Rights of Way**

*(Local Agency SP)*

*Section 1-07.24 is supplemented with the following:*

Street right of way lines, limits of easements, and limits of construction permits are indicated on the Plans. Contractor's construction activities shall be confined within these limits unless arrangements for use of private property are made by Contractor.

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

Whenever any of the work is accomplished on or through property other than public right of way, Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. For this project, all improvements are located within public rights of way or within property owned by the Contracting Agency. No temporary construction easements have been obtained by the Contracting Agency.

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

#### **1-07.28 Haul Route Restrictions**

*(Local Agency SP)*

*Section 1-07.28 is added as the following:*

Contractor shall contact all governing control agencies who have jurisdiction over proposed routes that will be used for the delivery and removal of materials for the project prior to bid. Contractor shall follow the requirement(s) of the controlling agency and shall include the cost of complying with any such requirements in the applicable unit price per or lump sum bid item. No separate or additional payment will be made for regulatory agencies request for vehicle routing.

Contractor shall submit a traffic control plan to all appropriate controlling agencies for hauling of import materials and excavation materials. Contractor shall amend and abide by comments on the approved traffic control plan.

All roads shall be open to vehicular traffic after the completion of each day's construction activity. Steel plates, temporary fill, barricades, and other measures shall be used to make disturbed roads safe and passable. Road closures (if allowed) shall be posted at least one week prior to the start of construction.

**END OF SECTION 1-07**



**1-08 Prosecution and Progress****1-08.0 Preliminary Matters**

*(Local Agency SP)*

*Section 1-08.0 and its subsections are added as the following:*

**1-08.0(2) Preconstruction Conference**

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

- 1-03.31 Review the initial progress schedule,
- 1-03.32 Establish a working understanding among the various parties associated with or affected by the work,
- 1-03.33 Establish and review procedures for progress payment, notifications, approvals, submittals, etc.
- 1-03.34 Establish normal working hours for the work,
- 1-03.35 Review permit requirements
- 1-03.36 Review Contractor provisions to protect historical structures and cultural resources during construction
- 1-03.37 Discuss such other related items as may be pertinent to the work.

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

1. A breakdown/schedule of values for all lump sum items,
2. A preliminary schedule of shop drawings and submittals,
3. A preliminary construction schedule (See Section 1-08.3),
4. A list of material sources for acceptance if applicable.

**1-08.0(2) Hours of Work**

Except in the case of emergency or unless otherwise approved by the Contracting Agency or shown on the Drawings, the normal straight time working hours for the contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5- day work week. The normal straight time 8-hour working period for the contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

Written permission from the Contracting Agency is required, if Contractor desires to perform work on holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer than an 8-hour period on any day. Contractor shall apply in writing to the Contracting Agency for such permission, no later than 72 hours prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to additional noise control requirements. Approval to continue work during these hours may be revoked at any time Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from Contractor's operations.

During the Bald Eagle nesting season (January 1 through August 15), construction hours are constrained to no earlier than one hour after dawn and no later than one hour before dusk.

The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to:

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

#### **1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**

Where Contractor elects to work on a Saturday, Sunday, or holiday, or longer than an 8-hour work shift on a regular working day, as defined in the Standard Specifications, such work shall be considered as overtime work. On all such overtime work, a construction observer may be present, and possibly others may be required at the discretion of the Contracting Agency and Engineer. In such case, the Contracting Agency may deduct the costs in excess of the straight-time costs incurred by the Contracting Agency for the overtime hours. The Contractor authorizes the Engineer to deduct such costs from the amount due or to become due to the Contractor.

#### **1-08.3 Progress Schedule**

##### **1-08.3(1) Progress Schedule Types**

*Section 1-08.3(1) is replaced with the following:*

The Contractor shall submit a Construction Schedule in Gantt format.

##### **1-08.3(2) General Requirements**

*(Local Agency SP)*

*Section 1-08.3(2) is revised to read as follows:*

The schedule shall be submitted to the Contracting Agency and Engineer within seven (7) calendar days following award of the contract. Schedule shall include bid award date, assumed notice to proceed date, submittal review, material procurement, mobilization, and all work listed in the contract plans and bid schedule.

The schedule shall be updated at least once a week for the full duration of the project. The schedule and all subsequent revisions shall be kept at the Contractor's field office with copies available for the Engineer and Contracting Agency.

The Schedule shall be arranged chronologically by the start date of each item, and consider the following:

1. Show complete sequence of construction by activity.
2. Show start and stop dates of each major construction element.
3. Show projected percent completion for major construction element at the first of each month.

4. Throughout construction, the Contractor shall record progress of each major construction element.
5. Revisions shall show changes relative to previously submitted schedules, updated projections of progress and completion, and effects of Change Order Proposals or Change Orders, if any.

The Contractor must immediately notify the Contracting Agency and Engineer in writing of any schedule changes that may affect: (1) excavation activities, (2) curb wall construction, and (4) armor rock revetment construction. At least 48 hours' notice shall be given to the Contracting Agency and Engineer before the Contractor may proceed with these activities.

### **1-08.3(2)E Weekly Progress Meetings**

*(Local Agency SP)*

*Section 1-08.3(2)E is added as the following:*

To enable orderly review during progress of the work, and to provide for systematic discussion of problems, the Contracting Agency will conduct weekly progress meetings with the Contractor throughout the construction period. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling and resolve other problems that may develop.

#### **Agenda Items**

The Contractor shall, to the maximum extent practicable, advise the Contracting Agency at least 24 hours in advance of project meetings regarding items to be added to the agenda.

#### **Minutes**

The Contracting Agency will compile a summary of the discussion of each project meeting and will furnish copies to the Contracting Agency representatives, the Engineer, and Contractor. Recipients of copies may make and distribute copies as they deem necessary.

#### **Attendance**

These meetings shall be conducted by the Contracting Agency and shall be attended by the Contractor's superintendent and representatives of subcontractors that are active or critical in the planning or execution of the pending work. The Contractor may invite subcontractors, materials or equipment suppliers, and others to attend project meetings in which their aspect of the work is involved. The Engineer may attend these meetings as necessary.

#### **Meeting Schedule and Location**

Progress meetings will be held weekly. Contracting Agency, Engineer and Contractor will establish a mutually acceptable day and time for meetings.

#### **Agenda**

A minimum agenda for these meetings is as follows:

1. Review, and revise as necessary, minutes of previous meetings and status of previously identified action items.
2. Review progress of the work since last meeting, including status of submittals for review.
3. Discuss any issues or deficiencies with the work and necessary corrective action.
4. Discuss scheduling of any required Special Inspections or tests associated with work to be completed.
5. Review status of materials fabrication/shipments.
6. Identify issues that impede planned progress, or which impact operations of existing facilities.
7. Compare status of completion to detailed schedule and identify any activities that are behind schedule. Discuss corrective measures and procedures to regain schedule.
8. Review temporary water pollution/erosion control.

9. Review outstanding contract change issues and claims.
10. Review design modifications and documentation for change orders. Discuss any cost or schedule impacts.
11. Verify Contractor's record drawings are current.
12. Review progress payment requests.

Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the discussions and decisions of the meeting.

Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.

Challenges to minutes shall be settled as a priority portion of "old business" at the next regularly scheduled meeting.

### **1-08.3(3) Schedule Updates**

*(Local Agency SP)*

*The first paragraph of Section 1-08.3(3) is revised to read as follows:*

Contractor shall submit updated schedules on a weekly basis. In addition, the Contracting Agency or Engineer may request a schedule update when any of the following events occur:

1. The project has experienced a change that affects the critical path.
2. The sequence of work is changed from that in the approved schedule.
3. The project is significantly delayed.
4. Upon receiving an extension of Contract time.

The Contractor must immediately notify the Contracting Agency and Engineer in writing of any schedule changes that may affect: (1) excavation activities, (2) curb wall construction, (3) park lot area construction, and (4) armor rock revetment construction. At least 48 hours' notice shall be given to the Contracting Agency and Engineer before the Contractor may proceed with these activities.

### **1-08.4 Prosecution of Work**

*(July 23, 2015 APWA GSP)*

*Delete this section and replace it with the following:*

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

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

### **1-08.5 Time for Completion**

*(Local Agency SP)*

*The first paragraph of Section 1-08.5 is supplemented with the following:*

If Contractor performs work on a day that is classified as a non-working day, then that day shall be reclassified as a working day and counted towards the Contract time.

*(Local Agency SP)*

*The third and fourth paragraphs of Section 1-08.5 are deleted and replaced with the following:*

Contract time for the Preconstruction Phase Work shall begin on the calendar day identified in the Limited Notice to Proceed. Each calendar day shall be charged to the contract as it occurs, until the Preconstruction Phase work is physically complete. Each week, the Contracting Agency will provide the Contractor a statement that shows the number of calendar days: (1) charged to the contract the week before; and (2) specified for the completion of the Preconstruction Phase work. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable.

Contract time for the Construction Phase Work shall begin on the calendar day identified in the Notice to Proceed with Construction. Each calendar day shall be charged to the contract as it occurs, until the Construction Phase contract work is physically complete. Each week, the Contracting Agency will provide the Contractor a statement that shows the number of calendar days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Contracting Agency declares as unworkable.

The statements shall be deemed accepted and correct unless Contractor files a written protest of any alleged discrepancies in the statement within 10 calendar days after the date of each statement. To be considered by the Contracting Agency, the protest shall be in sufficient detail to enable the Contracting Agency to ascertain the basis and amount of time disputed. If the Contractor elects to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

*(Local Agency SP)*

*The sixth paragraph and the subparagraphs of Section 1-08.5 are deleted and replaced with the following:*

The Contracting Agency will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur prior to establishing the Completion Date:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Contracting Agency prior to establishing a completion date:
  - a. Final Contract Voucher Certification
  - b. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors.
  - c. Property owner releases per Section 1-07.24
  - d. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with WSDOT Standard Specification Section 8-01.3(16)

*(Local Agency SP)*

*Section 1-08.5 is supplemented with the following:*

The project has the following critical completion date milestones:

1. Completion of Preconstruction Phase Work. All work under the Preconstruction Phase of this Contract shall be completed within **20** calendar days after the Limited Notice to Proceed Date.
2. July 16 - October 14: All work below both the Ordinary High Water Line (OHWL) and High Tide Line must be completed between July 16 and October 14 of any year. No work will be allowed below the OHWL between October 15 and July 15 of any year.

3. Substantial Completion. All work under this Contract shall be substantially complete within **90** calendar days after the Notice to Proceed Date.
4. Physical Completion. All work under this Contract shall be physically complete within **115** calendar days after the Notice to Proceed Date.

The Contractor is cautioned that part of the work in this Contract may be performed only during certain periods of the day (e.g., work in tidally influenced areas), certain times of the year (e.g., USACE and WDFW In-Water Work Window restrictions established by permit conditions) and favorable weather conditions, and as such, the Contractor shall plan and execute the work accordingly. Liquidated damages will be applied to any calendar days that exceed the time frames stipulated above.

#### **1-08.8(1) Abnormal Weather Conditions**

*Section 1-08.8(1) is added as follows:*

Precipitation as rain, hail, or snow; low temperature; windstorms; ice; snow; and other weather conditions that could reasonably have been anticipated from the National Weather Service historical records of the general locality of the work shall not be construed as abnormal. It is hereby agreed that precipitation greater than the following, temperatures less than the following, and wind velocities greater than the following, cannot be reasonably anticipated. For each day determined to be abnormal as determined by the Contracting Agency, one day shall be added to the contract duration at no additional cost to the Contracting Agency by written change order.

1. Daily rainfall equal to or greater than 0.50 inches during a month when the monthly rainfall exceeds the normal monthly average by 15 to 100 percent.
2. Daily rainfall equal to or greater than 0.20 inches during a month when the monthly rainfall exceeds the normal monthly average by more than 100 percent.
3. Daily rainfall equal to or greater than 1.0 inch at any time.
4. Daily maximum temperature equal to or less than 20 degrees F during a week when the maximum daily temperature never exceeds 35 degrees F.
5. Daily maximum temperature equal to or less than 25 degrees F during a week when the maximum daily temperature never exceeds 30 degrees F.
6. Daily maximum temperature equal to or less than 15 degrees F at any time.

Ice, snow, and other weather conditions may be considered as abnormal in the sole discretion of the Contracting Agency upon written request by the Contractor. Such written request shall describe in detail the weather condition, identify the specific impacts resulting from the weather condition, and be submitted to the Contracting Agency within five days of the onset of the weather condition.

Tides at the Work Sites are mixed semidiurnal, meaning that there are two unequal highs and lows each day. Tides have a mean range of 6.8 feet, and a diurnal range of 10.4 feet. High tides may influence the timing of material placement and grading operations at the site. The Contractor is responsible for verifying expected tidal elevations and durations during the construction period.

Heavy winds more than 50 knots can occur in the Point No Point area during the fall and winter months. Heavy winds can produce storm waves that could impact the site during the construction time period. Onshore winds and storm waves may increase local water levels above anticipated tidal (still water) elevations. The Contractor shall monitor combined wave and tidal conditions at the site to ensure that excavation occurs in the dry, as required by environmental permits. The Contractor is responsible for understanding weather (i.e., wind and rainfall) conditions at the Work Sites and managing work appropriately to complete it according to schedule.

Damage due to inclement weather to unprotected or unfinished shoreline work areas that adversely affects the work or Project schedule shall be repaired at no cost to the County

For the purposes of this section, a "month" shall mean a calendar month and a "week" shall mean a calendar week of Sunday through Saturday.

#### **1-08.9 Liquidated Damages**

*(Local Agency SP)*

*The third paragraph of Section 1-08.9 is deleted and replaced with the following:*

When the Contract Work has progressed to the extent that the Contracting Agency has determined the Contract Work is substantially complete, the Contracting Agency will notify the Contractor in writing of the Substantial Completion Date. For overruns in contract time occurring before the substantial completion date, liquidated damages shall be assessed at **one thousand (\$1,000) dollars** per day until substantial completion is achieved. When the Contract Work is physically complete, the Contracting Agency will notify the Contractor in writing of the Physical Completion Date. For overruns in contract time occurring after the physical completion date, actual damages will be assessed based on the direct Engineering, Contracting Agency, and other related costs assignable to the project that are incurred by the Contracting Agency until the Contractor has fulfilled all the obligations under the Contract and submitted all documentation required by the Contract and the law and the Contracting Agency establishes the Final Completion Date. The Contracting Agency may offset these costs against any payment due Contractor. Contractor shall complete the remaining work that is subject to liquidated damages as promptly as possible. Upon request by the Contracting Agency, Contractor shall furnish a written schedule for completing the remaining physical work on the Contract.

#### **1-08.10 Termination of Contract**

*(Local Agency SP)*

*Section 1-08.10 is supplemented with the following:*

In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the Contracting Agency may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the Contracting Agency to the Contractor. After the effective date, no charges incurred under this Contract are allowable.

**END OF SECTION 1-08**

**1-09 Measurement and Payment****1-09.1 Measurement of Quantities**

*In Section 1-09.1, delete the ninth paragraph beginning with the words "Volume (of excavation and embankment) ..." and replace it with the following:*

**Volume (of excavation and embankment)** – Measured by the average-end-area method or by the finite element analysis method utilizing digital terrain modeling techniques. All or some computations may be based on ground elevations and other data derived photogrammetrically. The Engineer may correct for curvature. Volume to be calculated by the Contractor and verified by the Engineer based on progress surveys provided by the contractor.

**1-09.2(7) Bid Item Descriptions for Measurement and Payment**

*(Local Agency SP)*

*Section 1-09.2(7) is added as follows:*

The unit or lump sum Contract Prices shall constitute full payment for furnishing all labor, equipment, materials, permits and agreements, overhead and profit, and performing all operations required to complete the Work as defined in the Contract Documents. Notwithstanding the omission or mention of any incidental Work, the Contract Price and payment shall also constitute full compensation for all Work incidental to completion of item, unless such Work is otherwise specifically mentioned for separate payment under another Bid Item. Payment shall only be made for those items included in the Proposal and all Work required by the Contract shall be included in those Bid Items.

All measurements and computations shall be made by the Engineer or the Contracting Agency's Representative. Contractor may perform quantity surveys for comparison at the Contractor's sole expense. If there is a discrepancy where the measured quantity cannot be agreed upon, the Engineer or Contracting Agency's Representative measurements shall be used.

Measurement and Payment shall be made in accordance with Section 1-04.6 for the following bid items:

Bid Items	Bid Item Name	Measurement/Payment Description
1.01	Mobilization and Demobilization	Measurement shall be per lump sum and shall include preparatory work and operations performed by the Contractor including, but not limited to, those necessary for the movement of its personnel, equipment, supplies and incidentals to the Work Site; for premiums on bonds and insurance for the Project and for other work and operations which it must perform or costs it must incur before beginning production work on the various items at the Work Site; and for preparation of pre-construction, construction and post-construction submittals. This item also includes the removal of equipment, storage and On-Site Staging and Stockpile Area(s) to their pre-construction condition or better.
1.02	Surveying and Record Drawings	Measurement shall be per lump sum and shall include progress surveys during construction and submission of record drawings.
1.03	Temporary Erosion and Sediment Control	Measurement shall be per lump sum to install TESC measures, protecting exposed soils from erosion, seeding, and other TESC measures; adherence to water quality requirements (WAC 173-201A-210(1)(e)) is also included in this item.
1.04	Removal of Foundation (Concrete Curb Wall, Timber Crib Wall)	Measurement shall be per linear foot removed based on Contractor progress surveys. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for furnishing all labor, equipment, haul, disposal, and incidentals required to complete the work of the Contract Documents.



1.05	Removal of Permeable Brick Pavers	Measurement shall be per square foot removed based on Contractor progress surveys outlined in these Special Provisions. Payment shall be full compensation for furnishing all labor, equipment, stockpiling pavers, and incidentals required to complete the work of the Contract Documents. Replacing and disposing of broken or damaged pavers is incidental to this bid item.
1.06	Excavate Subgrade Soil (Allowance)	Measurement per cubic yard banked soil based on Contractor progress surveys outlined in these Special Provisions from the permeable brick paver and sidewalk area, the revetment slope, and the curb wall subgrade. Excavation of naturally accumulated beach sand materials waterward of the armor rock toe shall be incidental to the contract. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for furnishing all labor, equipment, stockpiling, and incidentals required to complete the work of the Contract Documents. Section 1-04.6 (Variation in Estimated Quantities) of the Washington State Department of Transportation Standard Specifications shall not apply to this pay item.
1.07	Disposal of Unsuitable or Excess Subgrade Soil (Allowance)	Measurement per ton based on certified weight tickets obtained from the approved Disposal or Recycling Facility upon disposal of the debris. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for furnishing all labor, equipment, disposal, and incidentals required to haul and dispose of unsuitable or excess subgrade soil excavated within Bid Item 1.06. Section 1-04.6 (Variation in Estimated Quantities) of the Washington State Department of Transportation Standard Specifications shall not apply to this pay item.
2.01	Place Geobag Sand	Measurement per lump sum to empty supersack bags and grade sand within the extents of the beach nourishment material fill area, as shown on the Contract Plans. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for all labor, materials, tools, disposal of empty supersack bags, and equipment necessary to complete the work as specified in this contract.
2.02	Procure and Place Beach Nourishment Material (Allowance)	Measurement per cubic yard import and grade beach nourishment material within the extents of the beach nourishment material fill area, as shown on the Contract Plans. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete the work as specified in this contract. Section 1-04.6 (Variation in Estimated Quantities) of the Washington State Department of Transportation Standard Specifications shall not apply to this pay item.
2.03	Procure and Place Dune Coir Matting	Measurement per square yard based on Contractor progress surveys outlined in these Special Provisions. Payment shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete the work as specified in this contract.
2.04	Remove and Replace Large Wood	Measurement shall be per lump sum to remove, stockpile, and replace large wood from within the grading limits. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for all labor, materials, equipment, and incidentals required to complete the work of the Contract Documents.

3.01	Demolish and Dispose of Concrete Rubble and Shoreline Debris	Measurement per ton based on certified weight tickets obtained from the approved Disposal or Recycling Facility upon disposal of the debris. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for furnishing all labor, equipment, disposal, and incidentals required to complete the work of the Contract Documents. Section 1-04.6 (Variation in Estimated Quantities) of the Washington State Department of Transportation Standard Specifications shall not apply to this pay item.
3.02	Demolish and Dispose of Armor Rock (Allowance)	Measurement per ton based on certified weight tickets obtained from the approved Disposal Facility upon disposal of the debris. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for furnishing all labor, equipment, disposal, and incidentals required to complete the work of the Contract Documents. Section 1-04.6 (Variation in Estimated Quantities) of the Washington State Department of Transportation Standard Specifications shall not apply to this pay item.
3.03	Demolish and Re-Place Armor Rock (Allowance)	Measurement per cubic yard to excavate, stockpile, and place salvaged armor rock as shown on the Contract Plans based on Contractor progress surveys. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete the work as specified in this contract. Section 1-04.6 (Variation in Estimated Quantities) of the Washington State Department of Transportation Standard Specifications shall not apply to this pay item.
3.04	Procure and Place Filter Rock	Measurement per cubic yard to import and place imported filter rock as shown on the Contract Plans based on Contractor progress surveys. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete the work as specified in this contract.
3.05	Procure and Place Armor Rock	Measurement per cubic yard to import and place imported armor rock as shown on the Contract Plans based on Contractor progress surveys. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete the work as specified in this contract. Section 1-04.6 (Variation in Estimated Quantities) of the Washington State Department of Transportation Standard Specifications shall not apply to this pay item.
3.06	Procure and Place Chinking Rock	Measurement per tonnage to import and place imported chinking rock as shown on the Contract Plans. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete the work as specified in this contract. Tonnage shall be measured using certified weight tickets obtained from the approved material supplier. Section 1-04.6 (Variation in Estimated Quantities) of the Washington State Department of Transportation Standard Specifications shall not apply to this pay item.
3.07	Repair Permeable Brick Paver Area	Measurement per square foot based on Contractor progress surveys to repair the permeable brick paver area as shown on the Contract Plans, including procuring and placing geotextile, placing and compacting salvaged subgrade materials, importing and compacting subgrade material, and re-installing the pavers. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for all labor, materials, tools, equipment, and

		incidentals necessary to complete the work as specified in this contract.
4.01	Furnish and Place Cobble	Measurement per cubic yard based on Contractor progress surveys to import and place streambed cobble as shown on the Contract Plans. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete the work as specified in this contract. Section 1-04.6 (Variation in Estimated Quantities) of the Washington State Department of Transportation Standard Specifications shall not apply to this pay item.
4.02	Furnish and Place Concrete Curb Wall	Measurement shall be per linear foot installed based on Contractor progress surveys, including subgrade preparation and backfilling with soil materials. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for furnishing all labor, materials, tools, equipment, and incidentals required to complete the work of the Contract Documents.
4.03	Furnish and Place Concrete Wheel Stops	Measurement shall be each installed based on Contractor progress surveys. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for all labor, materials (including reinforcing steel), tools, equipment, and incidentals necessary to satisfactorily place and install pre-cast concrete wheel stops, shown on the Contract Plans, Standard Plans, and these specifications, and as directed by the Engineer. Payment will not be made for damaged wheel stops.
5.01	Topsoil A Material	Measurement shall be per cubic yard and shall include all labor, materials, tools, and equipment necessary to satisfactorily furnish and place Topsoil Type a material as shown on the Contract Plans, as set forth in the Standard Specifications and these specifications, and as directed by the Engineer. Payment will not be made for any materials that are placed outside of the specified lines and grades.
5.02	Furnish and Place Compost	Measurement shall be per cubic yard and shall all labor, materials, tools, and equipment necessary to satisfactorily furnish and place compost as shown on the Contract Plans, as set forth in the Standard Specifications and these specifications, and as directed by the Engineer. Payment will not be made for any materials that are placed outside of the specified lines and grades.
5.03	Furnish and Plant Trees and Shrubs (5 gal)	Measurement shall be per plant installed and shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary to satisfactorily furnish and install trees and shrubs as shown on the Contract Plans, as set forth in the Standard Specifications and these specifications, and as directed by the Engineer.
5.04	Furnish and Plant Shrubs (2 gal)	Measurement shall be per plant installed and shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary to satisfactorily furnish and install shrubs as shown on the Contract Plans, as set forth in the Standard Specifications and these specifications, and as directed by the Engineer.
5.05	Furnish and Plant Shrubs (1 gal)	Measurement shall be per plant installed and shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary to satisfactorily furnish and install shrubs as shown on the Contract Plans, as set forth in the Standard

		Specifications and these specifications, and as directed by the Engineer.
5.06	Furnish and Install Groundcover (4-inch pots)	Measurement shall be per plant installed and shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary to satisfactorily furnish and install groundcover as shown on the Contract Plans, as set forth in the Standard Specifications and these specifications, and as directed by the Engineer.
5.07	Furnish and Install Groundcover (10-inch Cu plugs)	Measurement shall be per plant installed and shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary to satisfactorily furnish and install plugs as shown on the Contract Plans, as set forth in the Standard Specifications and these specifications, and as directed by the Engineer.
5.08	Furnish and Install Coir Landscape Fabric	Measurement per square yard based on Contractor progress surveys outlined in these Special Provisions. Payment shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete the work as specified in this contract.
5.09	Furnish and Install Dune Fencing	Measurement shall be per linear foot based on Contractor progress surveys of completed fence, along the ground line, exclusive of openings and shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary to satisfactorily furnish and install plugs as shown on the Contract Plans, as set forth in the Standard Specifications and these specifications, and as directed by the Engineer.  No measurement and payment will be made for removing existing dune fence, stockpiling, and re-installing. This is incidental to the contract.
5.10	Furnish and Install Crushed Surfacing Top Course	Measurement per cubic yard based on Contractor progress surveys to import and place crushed surfacing top course as shown on the Contract Plans. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete the work as specified in this contract.
5.11	Furnish and Install Crushed Gravel	Measurement per cubic yard based on Contractor progress surveys to import and place crushed gravel surfacing as shown on the Contract Plans. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete the work as specified in this contract.

Allowance - For the purpose of establishing a common basis for evaluating bids, an arbitrary quantity and/or bid amount for this item has been shown on the bid form and does not necessarily represent the quantity and/or cost that may be necessary for the work. The Variation in Estimated Quantities provisions of Section 1-04.6 of the Standard Specifications shall not apply to this item. Quantities and/or payments will be determined in the field as work progresses.

#### 1-09.6 Force Account

(Local Agency SP)

Section 1-09.6 is supplemented with the following:

The Contracting Agency has estimated and included in the Proposal, a dollar amount for Bid Items "Minor

Changes (Allowance)" (also referenced as Force Account), only to provide a common proposal for Bidders. This dollar amount shall become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication that the actual amount of work will correspond with the estimate. Payment will be made on the basis of the amount of work actually authorized by the Contracting Agency through Work Directives.

A complete list including name, labor classification and weighted wage rate of all personnel to be performing Force Account work shall be given to the Contracting Agency before Force Account work starts. A list including all pertinent information, such as equipment name and model, year, engine size, bucket size, capacity, etc., for all equipment to be used for performance of Force Account work shall also be furnished to the Contracting Agency prior to beginning Force Account work.

#### **1-09.7 Mobilization**

*(Local Agency SP)*

*The first paragraph of Section 1-09.7 is supplemented with the following*

"Mobilization and Demobilization" shall include but not be limited to the following items:

1. Movement of Contractor's personnel, equipment, supplies, and incidentals to the project site;
2. Securing suitable storage area(s), staging area(s), parking area(s) and other facilities necessary for work on the project;
3. Providing sanitary facilities for Contractor and Contracting Agency personnel;
4. Securing private agreements for temporary land use on adjacent properties as needed and providing a copy of all such agreements to the Engineer as required by Section 1- 07.24;
5. All other pre-construction expenses and costs for preparatory work and operations performed by the Contractor;
6. Setup, maintenance, and cleanup of staging and stockpile areas.

All demobilization costs, including removal of equipment, excess materials, trailer, and general cleanup.

Prior to submitting the bid, the Contractor must verify if construction will occur within one mobilization event. If additional mobilization events are required, the Contractor must include any and all mobilization fees in the bid. No other mobilization fees will be approved,

#### **1-09.9 Payments**

*(March 13, 2012 APWA GSP)*

*Delete the first four paragraphs of Section 1-09.9 and replace them with the following:*

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

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

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

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

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

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.
2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

1. Retainage per Section 1-09.9(1);
2. The amount of Progress Payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

#### **1-09.9(2) Contracting Agency's Right to Withhold and Disburse Monies Due**

*(Local Agency SP)*

*Section 1-09.9(2) is added as the following:*

In addition to monies retained pursuant to RCW 60.28 and subject to RCW 39.04.250, RCW 39.12, and RCW 39.76, the Contractor authorizes the Contracting Agency to withhold progress payments due or deduct an amount from any payment or payments due the Contractor which, in the Contracting Agency's opinion, may be necessary to cover the Contracting Agency's costs for or to remedy the following situations:

1. Work not in accordance with the Contract Documents;
2. Defective work or equipment cost or liability that may occur to Contracting Agency as a result of Contractor's, Subcontractors or Suppliers failure to perform;
3. Damage to another contractor when there is evidence thereof and a claim has been filed;
4. Where the Contractor has not paid fees or charges to public authorities or municipalities which the Contractor is obligated to pay;
5. Utilizing material, tested and inspected by the Contracting Agency, for purposes not connected with the Work (See Section 1-05.6);
6. Landscape damage assessments (See Section 1-07.16);
7. For overtime work performed by the Engineer or Contracting Agency personnel (See Section 1-08.0(3)).
8. Liquidated damages associated with exceeding the Contract Time (See Section 1-08.9 Liquidated Damage); or
9. Failure of the Contractor to perform any of the Contractor's other obligations under the contract, including but not limited to:
  - a. Failure of the Contractor to protect survey stakes, markers, etc., or to provide adequate survey work as required by Section 1-05.4.
  - b. Failure of the Contractor to correct defective or unauthorized equipment or work (Section 1-05.7).
  - c. Failure of the Contractor to furnish a Manufacturer's Certificate of Compliance in lieu of material testing and inspection as required by Section 1-06.3.
  - d. Failure to submit Intent to Pay Prevailing Wage forms, or correct underpayment to

employees of the Contractor or subcontractor of any tier as required by Section 1-07.9.

- e. Failure of the Contractor to pay worker's benefits (Title 50 and Title 51 RCW) as required by Section 1-07.10.
- f. Failure of the Contractor to submit and obtain acceptance of a progress schedule per Section 1-08.3.

Lack of construction progress based upon the Contracting Agency's review of the Contractor's approved progress schedule which indicates the Work will not be completed within the Contract Time may also be a basis for withholding progress payments due or to deduct an amount from any payment or payments due the Contractor. The amount withheld under this subparagraph will be based upon the liquidated damages amount per day set forth in Contract Documents multiplied by the number of calendar days the Contractor's approved progress schedule, in the opinion of the Engineer, indicates the Contract may exceed the Contract Time.

The Contractor authorizes the Contracting Agency to act as agent for the Contractor disbursing such funds as have been withheld pursuant to this section to a party or parties who are entitled to payment. Disbursement of such funds, if the Contracting Agency elects to do so, will be made only after giving the Contractor fifteen (15) calendar days prior written notice of the Contracting Agency's intent to do so, and if prior to the expiration of the 15-calendar day period, no legal action has commenced to resolve the validity of the claims, and the Contractor has not protested such disbursement.

A proper accounting of all funds disbursed on behalf of the Contractor in accordance with this section will be made. A payment made pursuant to this section shall be considered as payment under the terms and conditions of the Contract. The Contracting Agency shall not be liable to the Contractor for such payment made in good faith.

If legal action is instituted to determine the validity of the claims prior to expiration of the 15-day period mentioned above, the Contracting Agency will hold the funds until determination of the action or written settlement agreement of the parties.

#### **1-09.13(3)A Arbitration General**

*(November 30, 2018 APWA GSP)*

*Revise the third paragraph to read:*

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

#### **1-09.13(4) Venue for Litigation**

*(Local Agency SP)*

*Revise the first sentence of the first paragraph to read:*

Litigation shall be brought in the Superior Court of Kitsap County or such other Superior court as mutually agreed to in writing by the parties.

**END OF SECTION 1-09**

**1-10 Temporary Traffic Control****1-10.2(1) General**

*(Local Agency SP)*

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

The primary and alternate TCS shall be certified by one of the following:

1. The Northwest Laborers-Employers Training Trust 27055 Ohio Avenue  
Kingston, WA 98346  
(360) 297-3035
2. Evergreen Safety Council 401 Pontius Avenue North Seattle, WA 98109  
(206) 382-4090 or  
1-800-521-0778

**1-10.2(1)A Traffic Control Management**

*(Local Agency SP)*

*The fifth item of the first paragraph of Section 1-10.2(1)A is revised to read as follows:*

5. Coordinating the project's activities (such as road closures and lane closures) with appropriate police, fire control agencies, city or county engineering, medical emergency agencies, school districts, and transit companies at least ten (10) working days prior to beginning the work.

**1-10.3(2)F Public Convenience and Safety**

*(Local Agency SP)*

*Section 1-10.3(2)F is added as the following:*

The Contractor shall conduct all operations with the least possible obstruction and inconvenience to the local public. The Contractor shall have under construction no greater amount of work than can be prosecuted properly with due regards to the rights of the public. To the extent possible, the Contractor shall finish each section before beginning work on the next.

To disrupt local access traffic as little as possible, the Contractor shall:

1. Permit local access traffic to pass by the work zone with the least possible inconvenience or delay.
2. Maintain existing roads and streets that lie next to or inside the project limits, keeping them open and in good, safe condition at all times.
3. Remove or repair any condition resulting from the work that might impede traffic or create a hazard, and
4. Keep existing traffic signal and highway lighting systems in operation as the work proceeds. (The Contracting Agency will continue the routine maintenance on such systems).
5. Provide provisions for access by buses and emergency vehicles to streets adjacent to the work zone.

To protect the rights of abutting property owners, the Contractor shall:

1. Conduct the construction so that the least inconvenience as possible is caused to abutting property owners.
2. Maintain ready access to driveways, houses, buildings, and mailboxes along the line of work. Should it be necessary to close an individual driveway for purposes of construction, the Contractor shall present an access plan to limit the driveway closure to less than 24- hours, unless otherwise indicated on the Drawings. Within 48-hours of the construction impeding the driveway, a drivable gravel surface shall be placed and compacted.
3. Provide ready access to pump stations and treatment facilities for operation and maintenance



- by Kitsap County.
4. Provide temporary approaches to crossing or intersecting roads and keep these approaches in good condition, and
  5. Provide another access before closing an existing one whenever the Contract calls for removing and replacing an abutting owner's access.

The Contractor shall be responsible for providing adequate safeguards, safety devices, protective equipment, and any other needed actions to protect property in connection with the performance of the work covered by the Contract. The Contractor shall perform any measures or actions the Engineer may deem necessary to protect the public and property. The responsibility and expense to provide this protection shall be the Contractor's except that which is to be furnished by the Contracting Agency as specified in other sections of the Specifications.

Emergency traffic such as police, fire, and disaster units shall be provided access through the work site and to public and private properties at all times. The Contractor shall coordinate and perform all work in accordance with the requirements of police, fire, and other emergency services agencies.

The Contractor shall coordinate and perform all work in accordance with the requirements of all public transit and school bus service which may be operating in the project area. Safe and convenient access to the bus zones shall be provided and maintained at all times by the Contractor. The Contractor shall be liable for any damages which may result from failure to provide reasonable access or coordination.

The Contractor shall perform the work and provide access to enable solid waste pickup by solid waste collection firms at their regularly scheduled times. Contractor shall also provide access to mailboxes to enable Postal Service pickup and delivery at their regularly scheduled times.

#### **END SECTION 1-10**

**1-12 Internet-Based Project Management Requirements**

*(Local Agency SP)*

*Section 1-12 and its subsections are added as the following:*

**1-12.1 Summary**

This Section specifies an Internet-based project management system, EADOC, required for use by Contractor and Contracting Agency for collaboration and communications of all Contract related work.

**1-12.2 Submittals**

Submit the following for each proposed authorized EADOC user within ten days of the effective date of the Notice to Proceed:

1. Name, title, and company affiliation.
2. Address, phone number, email address, and fax number.
3. Specific job-related functions.
4. Level of authority within the Contractor's organization.
5. Level of permissions access requested for each user for accessing each EADOC module.

Submit an updated list of authorized users on a quarterly basis or more frequently as needed, to indicate users to be added or removed.

**1-12.3 Project Communications**

All official Project Communication and collaboration will take place in EADOC by creating and distributing documents directly within the system, or by scanning and/or uploading project documents into the system for distribution. Unless otherwise indicated, no other form of written Project Communication will be recognized.

Create submittals in EADOC's submittal module. Distribute reports, documents, samples, etc. that cannot be processed through EADOC per Section 1-06. Use EADOC to track and expedite processing submittals. Scan and/or upload support documentation into EADOC and attach to the main submittal document.

The Construction Manager or Engineer will respond to all documents using the appropriate EADOC module. All documents requiring formal signatures will be printed out in EADOC and hard copies signed and distributed. Otherwise, documents distributed electronically via EADOC will be considered official documentation. Documents requiring formal signature include:

1. Change Orders.
2. Construction Change Directives.
3. Pay applications.
4. All correspondence from the Contractor constituting any notification, which shall be submitted in accordance Section 1-05.15.
5. Others as determined by Contracting Agency

All documents will be electronically submitted to the Contracting Agency as an attachment to a transmittal created in EADOC transmittal module.

This Section shall not relieve Contractor of its obligations to provide Contracting Agency with Record Drawings in the physical form specified in Section 1-05.5.

**1-12.4 Access Requirements**

Contractor shall maintain the list of authorized users to reflect current authorized users of EADOC.

Contractor shall protect the security of the EADOC system by limiting access to authorized users only. Do not allow 'sharing' of usernames. Take appropriate precautions to maintain the security of the system.

Ensure that Contracting Agency is notified immediately of any user who is no longer authorized to use the system so that their user account can be de-activated by the EADOC Administrator.

Access will only be permitted to certain modules, in accordance with permission levels configured by the EADOC Administrator. Requests to change permission levels must be submitted to the Construction Manager.

#### **1-12.5 Use Requirements**

EADOC shall be used as the Project file storage system with a file folder structure created by the Contracting Agency to organize the Project documents.

The use of EADOC is intended to expedite and improve collaboration and written contract communication and to accurately record the flow of Contract documentation.

Contractor shall encourage its major subcontractors to utilize the Internet-based project management system, as appropriate, to improve communications and coordination within the Contractor's team.

Contractor shall abide by all policies, procedures, and standards established by the Contracting Agency for the use and application of EADOC.

Contractor shall comply with applicable laws and regulations regarding electronic transmission of documents requiring professional engineering stamps or signatures, including provision of hard copies of such documents as appropriate.

Project Communications that require the signature of authorized persons will use either:

1. An approved "image" of the official signature affixed to the document. Also provide Contracting Agency with the original signed hard copy/paper document.
2. An electronic copy or electronic image of a fully executed document containing the required signatures. Also provide Contracting Agency with the original signed hard copy/paper document.

#### **1-12.6 Downtime**

In the event that the EADOC system is temporarily unavailable, continue with Project Communications utilizing other electronic means (email) or hard copies to transmit and receive Project Communications.

Maintain records of all Project Communication during the EADOC downtime and upload the records to EADOC when it is operational.

Notify the Contracting Agency's EADOC Administrator by telephone or email when EADOC is not functional.

#### **1-12.7 EADOC Training**

Submit a proposed schedule of attendance for the EADOC training sessions including a list of back up personnel. EADOC training is mandatory for listed users of EADOC prior to use, including any training sessions scheduled by the Contracting Agency. Contractor shall provide for up to 12 hours of EADOC training for up to 3 staff. Contractor is not required to pay EADOC for the training sessions but shall pay for the required Contractor staff to attend the training.

#### **1-12.8 Project Management System Requirements**

Provide computer hardware and software that meet the requirements of the EADOC project management software at both field office and home office location(s) where Project Communications on this Contract are generated or processed.

##### **1-12.8(1) Modifications**

EADOC is continually modified and improved in order to enhance the product and provide additional functionality. EADOC has many methods of alerting clients to changes and providing support to the end users.

##### **1-12.8(2) Software, Hardware, and Internet Access**

Minimum software requirements are as follows:

1. An Operating system such as Windows 2000 or later.
2. An Internet browser Explorer Version 6.1 or later. Minimum hardware requirements are as follows:

1. Pentium-based (or equivalent) workstation or laptop with a minimum of 64 MB of RAM.
2. A scanning device capable of scanning a minimum of 11-inch x 17-inch color document into electronic Portable Document Format (PDF) with a minimum density of 300 dpi.
3. A full-size plan scanner. Minimum access requirements are as follows:
  1. Broadband connection using integrated Services Digital Network (ISDN), Digital Subscriber Line (DSL), or better.

Contractor shall be responsible for his costs associated with the provisions, maintenance, and upgrade of the hardware, software, and Internet access needed for using EADOC for the duration of the Contract.

Contractor shall be responsible for all software necessary to create documents in format compatible with EADOC or to convert non-electronic documents to such formats. Compatible formats include Word, Excel, AutoCAD, and PDF.

#### **1-12.9 Restrictions and Limitations**

All Project Communications submitted to the Contracting Agency through EADOC after 3:00 PM, Monday through Friday, will be acknowledged no earlier than the following business day. For Project Communication purposes, business days and hours are defined in Section 1-01.3.

User access rights to the EADOC site will restrict access to this Contract only. Access permission levels will be established by the Contracting Agency and Construction Manager.

#### **1-12.10 Contracting Agency Responsibility**

Contracting Agency shall:

1. Provide Contractor with EADOC Use Guidelines within seven days of the effective date of Notice to Proceed.
2. Provide user access to the EADOC system for the duration of the Contract.
3. Manage the permissions level for all users of the system.
4. Provide EADOC training for personnel using the system for each EADOC user identified by the Contractor.
5. Provide technical support (administration) for EADOC, acting solely through and at the request of the Contracting Agency.
6. Provide guidelines regarding the organization and format of the EADOC modules and the access permission requirements for each module or element thereof.
7. Allow users to upload, download, view, and markup files, based on permissions.
8. Track history of revisions and activities with respect to each document submitted or managed within EADOC.
9. Adjust and revise the folder structure as necessary to facilitate management of Project Communications.

With the prior approval of Contracting Agency, exceptions may be made to allow specific items to be transmitted, submitted, responded to, or distributed in hard copy only. In these instances, EADOC shall be used to track and expedite processing of these items. Refer to Section 1-12.5 above.

#### **END OF SECTION 1-12**

**DIVISION 2      EARTHWORK****2-01              Clearing, Grubbing, and Roadside Cleanup****2-01.2           Disposal of Usable Material and Debris**

*(Local Agency SP)*

*The second paragraph of Section 2-01.2 is deleted and replaced with the following:*

The Contractor shall dispose of all debris by disposal Method No. 2 or Method No. 3. Open burning is prohibited.

**2-01.3           Construction Requirements**

*(Local Agency SP)*

*Section 2-01.3 is supplemented with the following:*

Clearing and grubbing within the project limits shall be kept to the minimum that is absolutely necessary to prepare the project area for construction. Existing native vegetation adjacent to the project limits shall be protected from damage. To the extent possible, trees and brush shall be trimmed, rather than removed. Trimming of trees shall be done properly and neatly. Contractor shall review the areas to be cleared and grubbed on site with the Engineer and obtain acceptance prior to clearing and grubbing areas.

Trees, bushes, shrubs, or areas within or adjacent to the project limits that are shown on the Drawings to be saved or need/warrant protection shall be properly marked and protected from damage by the Contractor. Contractor shall give five (5) working days advance notice prior to performing any clearing and grubbing.

Contractor shall exercise care during clearing and grubbing to ensure that the activities do not damage the root systems of vegetation designated to be saved. The Contractor's operations shall be conducted so vehicles and equipment do not operate, haul, park, or perform other activities within the drip line of vegetation designated to be saved.

**2-01.4           Measurement**

*(Local Agency SP)*

*Section 2-01.4 is deleted and replaced with the following:*

No measurement will be made for clearing and grubbing, tree removal, or tree trimming.

**2-01.5           Payment**

*(Local Agency SP)*

*Section 2-01.5 is deleted and replaced with the following:*

No separate payment will be made for clearing and grubbing. This work is considered incidental to the construction and its costs shall be included in other items of work.

**END OF SECTION 2-01**

**2-02 Removal of Structures and Obstructions****2-02.3(1) Removal of Foundations**

*Section 2-02.3(1) is supplemented with the following:*

The work of this section shall include removal of all structures and obstructions, including existing curb wall, creosote treated timber crib wall, pavers, and armor rock revetment, that lie wholly or partially within the project limits and that are either designated to be removed or interfere with construction of the project.

Some minor obstructions may not be shown or specifically noted on the Drawings. Contractor shall review the project area and anticipate the need for removal and replacement of minor obstructions such as fencing, signs, etc. Major obstructions that are encountered which are not shown on the Drawings or could not have been foreseen by visual inspection of the project area, should be brought to the Construction Manager's attention prior to removal. The Construction Manager will determine if the obstruction adversely affects the Contractor's costs or schedule, and a proper adjustment to the Contract will be made in accordance with Section 1-04.

Waste material shall be disposed of in accordance with Section 2-01.2(2). Materials that can be recycled shall be recycled to the greatest extent possible.

**2-02.3(3) Removal of Permeable Brick Pavers**

*Section 2-02.3(3) is deleted and replaced with the following:*

The Contractor is required to remove and stockpile pavers in portions of the permeable parking and sidewalk areas shown on the Drawings to facilitate the following construction activities: (1) repair damaged parking areas, and (2) construct the proposed concrete curb wall. Stockpiled pavers will be used by the Contractor to repair the permeable brick paver area as shown in the Contract Drawings and per Sections 2-03 and 4-04.

The parking area repair extent adjacent to the proposed curb wall may be dependent on the Contractor's means and methods for constructing the curb wall. A minimum of 18.3 feet of pavers, measured south from the proposed curb wall (approximate length of one parking stall), shall be removed as part of this repair. If Contractor means and methods require additional pavers to be removed during the curb wall replacement these shall be removed at no additional cost to the Contracting Agency.

After removing permeable brick pavers in parking and sidewalk areas, the Contractor shall stockpile pavers for re-use. Replacing broken pavers is incidental to the Contract. Any replacement pavers procured by the Contractor shall match existing pavers. Visual samples of the pavers must be provided to the contracting agency prior to procurement. Broken or damaged paver debris shall be disposed of in accordance with Section 2-01.2(2).

Pavers shall be used to re-place the permeable parking and sidewalk areas, as detailed in the Contract Drawings.

**2-02.3(4) Removal of Existing Fence**

*(Local Agency SP)*

*Section 2-02.3(4) is added as the following:*

The Contractor shall remove and dispose of the wood fence and appurtenances adjacent (to the north) to NE Point No Point Road. Other fences (including dune fences) that impede construction progress should be removed prior to the start of construction. Dune fences shall be stockpiled on site and reinstalled on site in kind after work is completed. All other fences, supports and appurtenances will be removed from the project site and disposed of in an appropriate disposal facility.

The work shall include removal of posts, fence fabric, rails, tension wires, cinch stays, and other associated appurtenances and stockpiling of dune fence. Fence posts and footings shall be removed in their entirety. Close cutting of fence posts will not be permitted. Voids created by the removal of the fence post and footings shall be backfilled and compacted with select native material as approved by the Engineer.

Once construction is complete and the disturbed areas are restored, Contractor shall re-install the stockpiled dune fence as shown in the Contract Plans. No additional payment will be made if dune fencing is damaged by Contractor during fence removal or storage. Contractor will replace dune fencing in kind, if damaged, at Contractor's own expense. Untreated wood support posts measuring 3-inches in diameter and approximately 6-feet in height shall be driven at least 2-feet below surface grade and spaced 10 feet apart. Secure fencing

to windward side of posts by nailing. Press bottom of fencing material firmly into the ground at all points. Support post top shall be flush with the top of the installed dune fence.

#### **2-02.3(5) Removal of Shoreline Debris**

*(Local Agency SP)*

*Section 2-02.3(5) is added as the following:*

Shoreline debris, including concrete rubble, wood waste (excluding driftwood), and other anthropogenic shoreline debris shall be removed from the revetment area slopes and beach nourishment material fill area shown on the Contract Drawings. Shoreline debris shall be disposed of in accordance with Section 2-01.2(2).

#### **2-02.3(6) Demolish Armor Rock**

*(Local Agency SP)*

*Section 2-02.3(6) is added as the following:*

The Contractor is required to demolish the existing armor rock revetment area as described below.

Existing armor rock shall be removed and stockpiled for re-use or disposal. Armor rock shall be removed down to neatline elevations shown on the Contract Plans unless otherwise directed by Engineer. Contractor will not be paid for excess armor rock removal.

Armor rock stockpiled for re-use and re-placement shall meet the requirements of Section 9-13.7(1), Type Two rock size or larger. Armor rock measuring smaller than Type Two rock size, as described in Section 9-13.7(1), or larger than Quarry Spalls, as described in Section 9-13.1(5), shall be disposed of in accordance with Section 2-01.2(2).

After armor rock is removed, grading of the underlying materials (consisting of rock and soil) will be required to achieve the design slope of 1.75(H):1(V) as shown in the Contract Plans. Excavation conducted as part of these grading activities should be minimized to the maximum extent practicable. Additionally, archaeological monitor will be onsite during grading activities within the revetment repair armor rock area, as described in Section 1-07.16(4).

#### **2-02.4 Measurement**

*Section 2-02.4 is added as the following:*

No measurement for the removal, stockpiling, disposal and re-installation of fencing materials. This work is considered incidental to the construction and its costs shall be included in other items of work.

Measurement for concrete curb wall and timber curb wall shall be linear foot

Measurement for removal and stockpiling of the permeable brick pavers shall be per square foot of pavers removed

Measurement for concrete rubble and shoreline debris removal shall be per ton.

Measurement for demolishing and disposing of armor rock unsuitable for re-placement shall be per ton.

Measurement for demolishing and stockpiling armor rock for reuse, is measured per cubic yard re-placed in the revetment repair area, per Section 8-27.

#### **2-02.5 Payment**

*Section 2-02.5 is added as the following:*

No separate payment will be made for removal and re-installation of fencing materials. This work is considered incidental to the construction and its costs shall be included in other items of work.

Payment for Bid Item 1.04, "REMOVAL OF FOUNDATION (CONCRETE CURB WALL, TIMBER CRIB WALL)" per linear foot based on Contractor progress surveys outlined in these Special Provisions. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for furnishing all labor, equipment, haul, disposal, and incidentals required to complete the work of the Contract Documents.

Payment for Bid Item 1.05, "REMOVAL OF PERMEABLE BRICK PAVERS" per square foot removed based on Contractor progress surveys outlined in these Special Provisions. Payment shall be made at the contract

unit price as stated in the bid and shall be full compensation for furnishing all labor, equipment, stockpiling pavers, and incidentals required to complete the work of the Contract Documents. Replacing and disposing of broken or damaged pavers is incidental to this bid item.

Payment for Bid Item 3.01, "DEMOLISH AND DISPOSE OF CONCRETE RUBBLE AND SHORELINE DEBRIS" per ton based on certified weight tickets obtained from the approved Disposal or Recycling Facility upon disposal of the debris. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for furnishing all labor, equipment, disposal, and incidentals required to complete the work of the Contract Documents.

Payment for Bid Item 3.02, "DEMOLISH AND DISPOSE OF ARMOR ROCK (ALLOWANCE)" per ton based on certified weight tickets obtained from the approved Disposal Facility upon disposal of the debris. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for furnishing all labor, equipment, disposal, and incidentals required to complete the work of the Contract Documents.

**END OF SECTION 2-02**



**2-03 Roadway Excavation and Embankment**

*Section 2-03.2(1) is supplemented with the following:*

The Contractor shall minimize slope and shoreline erosion at the work site. All excavated or exposed soil below the Ordinary High Water Line must be covered with geotextile or stabilized at the end of each work day to prevent erosion, damage to culturally sensitive areas, and marine water quality exceedances as defined by WAC 173-201A-210(1)(e). The shoreline adjacent to the existing curb wall and armor rock revetment is dynamic and may have accumulated sediment since the survey was completed. The Contractor shall not stockpile beach materials that may have naturally accumulated waterward of the existing curb wall or armor rock revetment. Instead, naturally accumulated beach materials at the toe of the armor rock revetment and curb wall (above the elevations shown in the existing survey documents) shall be sidecast and graded into the surrounding shoreline.

**2-03.2(1) Permeable Parking and Sidewalk Areas Excavation**

*Section 2-03.2(1) is added with the following:*

The Contractor is required to excavate the permeable parking and permeable sidewalk areas to: (1) repair damaged parking areas, and (2) construct the proposed concrete curb wall.

After pavers are removed, the Contractor should excavate and remove the previously imported subgrade to a minimum one foot depth to reach either the native or imported sand filter materials.

The Contractor may option to separate and stockpile the subgrade material for re-use during the re-placement of the permeable parking and sidewalk areas. Stockpiled materials must meet the requirements of Section 4-04.2.

However, if material materials are unsuitable for re-use, subgrade materials shall be disposed of in accordance with Section 2-01.2(2).

**2-03.3(14)A Rock Embankment Construction**

*Section 2-03.3(14)A is replaced with the following:*

Filter rock material shall be compacted with the excavator bucket prior to placement of armor rock. Each layer of armor rock shall similarly be compacted with the excavator bucket (or crane, if construction from the water). Base armor rock layer shall be compacted prior to placing the second (upper) layer. The second (upper) layer shall also be compacted after placement.

**2-03.3(14)B Earth Embankment Construction**

*The first paragraph of Section 2-03.3(14)B is replaced with the following:*

Unless otherwise specified, all embankments in the Contract Drawings shall be constructed in accordance with Standard Specification Section 2-03.3(14)B. The Contractor shall place earth embankments in horizontal layers of uniform 6-inch thickness. These layers shall run full width from the top to the bottom of the embankment or excavation. Slopes shall be compacted to the required density as part of embankment compaction.

**2-03.3(14)C Compacting Earth Embankments**

*Section 2-03.3(14)C is supplemented with the following:*

Embankment Compactions, including the paver parking lot area, shall conform to Standard Specification Section 2-03.3(14)C, Method C, unless otherwise specified on the Contract Drawings.

The Contractor's attention is direction to Section 1-06.7 regarding testing and quality control.

The beach nourishment material, cobble material, and armor rock material compaction requirements are excluded from this section. Filter rock material shall be compacted per Section 2-03.2(14)A.

**2-03.4 Measurement**

*Section 2-03.4 is supplemented with the following:*

Measurement for excavating subgrade soils in the parking lot area, curb wall area, and armor rock revetment area will be measured by the banked cubic yard.

Measurement for permeable brick paver area repair is per square foot.

Embankment compaction for the curb wall is considered incidental to Bid Item 4.02, "FURNISH AND INSTALL CONCRETE CURB WALL".

Embankment compaction for the filter rock and armor rock is considered incidental to Bid Items 3.05, "PROCURE AND PLACE FILTER ROCK" and 3.06, "PROCURE AND PLACE ARMOR ROCK".

**2-03.4 Payment**

*Section 2-03.5 is supplemented with the following:*

Payment for Bid Item 1.06, "EXCAVATE SUBGRADE SOIL (ALLOWANCE)" per cubic yard banked soil based on Contractor progress surveys outlined in these Special Provisions. Excavation of naturally accumulated beach sand materials waterward of the armor rock toe shall be incidental to the contract. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for furnishing all labor, equipment, stockpiling, disposal, and incidentals required to complete the work of the Contract Documents.

Payment for Bid Item 1.07, "DISPOSAL OF UNSUITABLE OR EXCESS SUBGRADE SOIL (ALLOWANCE)" per ton based on Contractor progress surveys outlined in these Special Provisions. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for furnishing all labor, equipment, disposal, and incidentals required to haul and dispose of unsuitable subgrade soil excavated within Bid Item 1.06.

**END OF SECTION 2-03**

**2-04 Haul****2-04.4 Measurement**

*(Local Agency SP)*

*Section 2-04.4 is deleted and replaced with the following:*

No measurement will be made for haul.

**2-04.5 Payment**

*(Local Agency SP)*

*Section 2-04.5 is deleted and replaced with the following:*

No separate payment will be made for haul. This work is considered incidental to the construction and its costs shall be included in other items of work.

**END OF SECTION 2-04**

**2-06 Subgrade Preparation****2-06.3(2) Subgrade for Permeable Pavement**

*Section 2-06.3(2) is supplemented with the following:*

Construct final subgrade only when the weather conditions will not detrimentally affect the quality of the finished work. Any portion of the work damaged by the effects of rain, wind, or other inclement weather conditions shall, at no additional cost to the Contracting Agency, be:

1. Aerated if excessively wet,
2. Moistened if excessively dry,
3. Reshaped and re-compacted to conform to the requirements of the plans and special provisions. Fill

and compact all depressions and holes.

Blading and rolling shall be done until the surface is smooth and free from waves and other irregularities. The subgrade elevations shall be such that they are within a tolerance of 0.1 feet and match/blend with the existing roadway features (driveways, curb and gutter, sidewalk, paving, etc.).

If the subgrade is damaged by the contractor's operations, the contractor shall repair, reshape, and recompact the subgrade as necessary at no additional cost.

Subgrade below pavers shall be as specified in Contract Drawing C-10.

Subgrade below curb wall shall be moisture conditioned and compacted to a minimum of 90% maximum density.

Subgrade in non-classified areas shall be moisture conditioned and compacted per Standard Specification Section 2-03.3(14)C, Method C.

**2-06.5 Measurement and Payment**

*(Local Agency SP)*

*Section 2-06.5 is deleted and replaced with the following:*

No separate measurement or payment will be made for subgrade preparation. This work is considered incidental to the construction and its costs shall be included in other items of work.

**END OF SECTION 2-06**

**2-07 Watering****2-07.3 Construction Requirements**

*(Local Agency SP)*

*Section 2-07.3 is supplemented with following:*

Contractor shall be responsible for controlling dust and mud within the project limits as well as on all streets used in the execution of this contract. The Contractor shall be prepared to furnish and use watering trucks equipped with high velocity water jets and low head sprinkling devices, street sweepers, and any other pieces of equipment necessary to render the project site free of dust and the streets free of all dust, mud, debris, and foreign materials. Any damage caused by dust and/or mud accumulation on the streets or in the storm sewer system shall be the sole responsibility of the Contractor.

**2-07.4 Measurement**

*(Local Agency SP)*

*Section 2-07.4 is deleted and replaced with the following:*

No measurement will be made for watering.

**2-07.5 Payment**

*(Local Agency SP)*

*Section 2-07.5 is deleted and replaced with the following:*

No separate payment will be made for watering. This work is considered incidental to the construction and its costs shall be included in other items of work.

**END OF SECTION 2-07**

**2-09 Structure Excavation****2-09.2 Description**

*The first paragraph of Section 2-09.2 is revised to read as follows:*

Structure excavation consists of excavating and disposing or recycling of all natural material or previously fabricated objects that must be removed to make way for the curb wall and other Structures as shown in the Plans.

**2-09.2 Materials**

*Section 2-09.2 is supplemented with the following:*

Gravel backfill shall meet the requirements of Section 9-03.12.

**2-09.3(1)B Depth of Excavation**

*Section 2-09.3(1)B is deleted and replaced with the following:*

The base perimeter of the structure shall be excavated to as required to achieve a stable base.

**2-09.3(1)C Removal of Unstable Base Material**

*Section 2-09.3(1)C is replaced with the following:*

When the material at the bottom of an excavation is not stable enough to support the Structure, the Contractor shall excavate below grade and replace the unstable material with gravel backfill.

Gravel backfill shall meet the requirements of Section 9-03.12. It shall be placed in layers not more than 6 inches thick with each layer compacted to 95 percent of the maximum density determined by the Compaction Control Test, Section 2-03.3(14)D.

**2-09.3(1)D Disposal of Excavated Material**

*Section 2-09.3(1)D is deleted and replaced with the following:*

All excavated material that is not used as backfill shall be removed and disposed of in accordance with Section 2-01.2(2). No separate payment will be made for disposing of the excess material.

**2-09.3(1)E Backfilling**

*Section 2-09.3(1)E is supplemented with the following:*

**Native Backfill and Structure Fill and Backfill** – Excavated native material or imported gravel backfill for foundations shall be placed as described Section 2-03.3(14)B. Each layer shall be compacted to the maximum density described in Section 2-09.3(1)E.

Over-excavation of unsuitable materials followed by replacement and compaction with select material shall only be performed when authorized and directed by the Engineer. Material over-excavated without authorization shall be backfilled as described herein at no cost to the Contracting Agency.

**2-09.3(3)B Excavation Using Open Pits – Extra Excavation**

*(Local Agency SP)*

*The eighth paragraph of Section 2-09.3(3)B is revised to read as follows:*

**Submittals and Design Requirements** – Contractor shall submit Working Drawings and calculations showing the geometry and construction sequencing of the proposed excavation slopes. Contractor shall not begin excavation operations until receiving the Engineer's acceptance of the excavation submittal. Submittals will be reviewed by the Engineer only for verification of compliance with licensure requirements and that the design is project specific. Contractor is solely liable for the adequacy of shoring and shall indemnify and hold harmless the Contracting Agency and Engineer for any inadequacy or failure of the shoring system, including any resulting damages and costs.

*Section 2-09.3(3)B is supplemented with the following:*

Contractor shall use appropriate sloping or shoring in order to minimize the extents of the excavation and prevent sloughing, in addition to protecting workers. Contractor shall slope the curb wall excavation.

The neatline dimensions shown on the Drawings shall be the limits of compensation for all excavation and subsequent backfill whether the excavation is shored or un-shored. Material excavated outside those neatline

dimensions shall be classified as extra excavation or overbreak and shall be deemed solely for the Contractor's benefit. No compensation for the additional excavation, disposal, hauling, or stockpiling of material, backfill, backfilling, or other construction activities or requirements that fall outside the trench limits shown on the Drawings will be made by the Contracting Agency. A factor of 1.92 tons per cubic yard will be used to convert the bank cubic yards to tons. This factor includes allowances for swell in material.

#### **2-09.3(3)D Shoring and Cofferdams**

*(Local Agency SP)*

*The fifth paragraph of Section 2-09.3(3)D is revised to read as follows:*

**Submittals and Design Requirements** – Contractor shall submit Working Drawings and calculations showing the proposed methods and construction details of structural shoring (if sloping is not appropriate) in accordance with Sections 6-01.9 and 6-02.3(16). Contractor shall not begin construction of structural shoring, or begin excavation operations using non-structural shoring methods, until acceptance of the shoring submittals have been given by the Engineer. Submittals will be reviewed by the Engineer only for verification of compliance with licensure requirements and that the design is project specific. Contractor is solely liable for the adequacy of shoring and shall indemnify and hold harmless the Contracting Agency and Engineer for any inadequacy or failure of the shoring system, including any resulting damages and costs.

#### **2-09.4 Measurement**

*(Local Agency SP)*

*Section 2-09.4 is deleted and replaced with the following:*

No measurement shall be made for structure excavation or open-pit excavations. Excavation shall be included as incidental to other bid items and shall not be measured separately. For bid items that include excavation of materials, the Contracting Agency will measure and pay only for the material excavated inside the defined limits. If the Contractor excavates outside these limits or performs extra excavation as described in Section 2-09.3(3)B, it shall be considered for the Contractor's benefit and shall be included in the cost of other Bid items.

**END OF SECTION 2-09**

**2-11 Trimming and Cleanup****2-11.1 Description**

*(Local Agency SP)*

*Section 2-11.1 is deleted and replaced with the following:*

This work consists of dressing, trimming, repairing, and cleaning up all disturbed areas such as shoulders, ditches, driveways, sidewalks, trails, paths, landscaping, and other features that were impacted or damaged by construction of the improvements that are not described elsewhere in the Standard Specifications or these Special Provisions.

**2-11.2 Materials**

*(Local Agency SP)*

*Section 2-11.2 is deleted and replaced with the following:*

Contractor shall restore all disturbed areas with materials similar to the existing materials unless directed otherwise by the Engineer.

**2-11.4 Measurement**

*(Local Agency SP)*

*Section 2-11.4 is deleted and replaced with the following:*

No measurement will be made for trimming and cleanup.

**2-11.5 Payment**

*(Local Agency SP)*

*Section 2-11.5 is deleted and replaced with the following:*

No separate payment will be made for clearing and grubbing. This work is considered incidental to the construction and its costs shall be included in other items of work.

**END OF SECTION 2-11**



**2-12 Construction Geosynthetic****2-12.1 Description**

*(Local Agency SP)*

*Section 2-12.1 is supplement with the following:*

Construction geosynthetics includes geosynthetics for silt fence, permeable pavement foundation stabilization, construction entrance(s), and separation of different native soils and import materials in the stockpile areas.

**2-12.2(1) Submittals**

*(Local Agency SP)*

*Section 2-12.2(1) is added as the following:*

Submittals shall be in accordance with Section 1-06 and as specified herein.

Submit manufacturer's minimum and maximum series of average roll values representative of geosynthetics furnished, sample, literature and specifications, test results, storage, and installation instructions.

**2-12.4 Measurement**

*(Local Agency SP)*

*Section 2-12.4 is deleted and replaced with the following:*

No other measurement will be made of construction geosynthetics for the purpose of payment.

**2-12.5 Payment**

*(Local Agency SP)*

*Section 2-12.5 is deleted and replaced with the following:*

No specific pay item is made for all other geosynthetics. All other geosynthetics shall be considered incidental to the construction and included in the costs of other items of work.

**END OF SECTION 2-12**

**END OF DIVISION 2**

**DIVISION 3      AGGREGATE PRODUCTION AND ACCEPTANCE****3-02      Stockpiling Aggregates****3-02.2(1)      Stockpile Sites Provided by the Contracting Agency**

*Section 3-02.2(1) is deleted and replaced with the following:*

The Contracting Agency has provided a limited stockpiling area onsite, as shown in the Contract Drawings. However, sand and fine soil materials, including topsoil, compost and soil from clearing and grubbing activities, cannot be stockpiled directly on the permeable brick paver area because these materials will block or clog the infiltration capacity of the structure. Should the contractor elect to stockpile sand and fine soil materials on the permeable pavement area, plastic or geotextile must be used to protect the permeable brick paver area. Should the infiltration within the permeable brick paver area be reduced as a result of contractor activities, the Contractor must fully restore the area. This may require sweeping and/or replacement of subgrade materials.

**3-02.2(5)      Preparation of Site**

*(Local Agency SP)*

*The last sentence of the first paragraph in Section 3-02.2(5) is revised to read as follows:*

Debris resulting from clearing and preparing the site shall be disposed of in accordance with Section 2-01.2(2).

**3-02.2(6)      Construction of Stockpiles**

*The first paragraph in Section 3-02.2(6) is deleted and replaced with the following:*

Stockpiles shall be constructed in neat and regular shapes. The stockpile height shall be limited to a maximum of 10 feet. Materials shall not be stockpiled in tidally influenced areas.

**3-02.3(2)      Site Reclamation**

*Add the following new section 3-02.3(2):*

After construction is completed and the stockpile sites are no longer needed, Contractor shall restore the sites back to their pre-existing grade/topography. All debris and materials shall be removed. If material is stockpiled on the lawn area, the upper 12 inches of the lawn area must be ground tilled/cultivated and the native soils that were stripped shall be replaced and graded back to the original contours. The site shall then be hydroseeded and protected in accordance with Section 8-02.

**3-02.4      Measurement**

*(Local Agency SP)*

*Section 3-02.4 is deleted and replaced with the following:*

Measurement for preparing and restoring stockpile sites shall be lump sum and included in Bid Item No. 1.01 "MOBILIZATION AND DEMOBILIZATION".

**3-02.5      Payment**

*(Local Agency SP)*

*Section 3-02.5 is deleted and replaced with the following:*

Payment for preparing and restoring the stockpile sites will be included in Bid Item No. 1.01 "MOBILIZATION AND DEMOBILIZATION".

**END OF SECTION 3-02**

**END OF DIVISION 3**

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**DIVISION 4      BASES****4-04              Ballast and Crushed Surfacing****4-04.2           Materials**

*Section 4-04.4 is deleted and replaced with the following:*

Materials for the permeable pavement subgrade shall meet the requirements of the following sections:

Bedding Course 9-03.12(3)

Choker Course 9-03.1(2)B, Class 1

Permeable Ballast 9-03.9(2)

Material excavated per Section 2-03.2(1) can be salvaged for re-use in the permeable brick paver parking area if materials meet the requirements of Section 9-03.12(3), 9-03.1(2)B, or 9-03.9(2), as appropriate.

Stockpiled pavers shall be placed on subgrade materials and graded to drain surface water to the west side of the paver area. Placed paver pattern shall match the existing paver pattern on site.

**4-04.4           Measurement**

*Section 4-04.4 is deleted and replaced with the following:*

Measurement for permeable pavement subgrade shall be per square foot or replaced permeable brick pavers.

**4-04.5           Payment**

*Section 4-04.4 deleted and replaced with the following: (Local Agency SP)*

Payment for permeable pavement subgrade materials and paver placement is included in Bid Item 3.07, "REPAIR PERMEABLE BRICK PAVER AREA".

**END OF SECTION 4-04 END OF DIVISION 4**

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**DIVISION 6      STRUCTURES****6-02      Concrete Structures****6-02.1      Description**

*(Local Agency SP)*

*Section 6-02.1 is supplemented with the following:*

The work includes reinforced curb wall elements. Refer to Contract Drawings and Basis of Design Report Appendix D (included as part of Appendix D) for the curb wall design and construction criteria.

**6-02.2(1)      Submittals**

*(Local Agency SP)*

*Section 6-02.2(1) is added as follows:*

Submit the following project data unless otherwise specified:

1.      Formwork Release Agent. Submit data on formwork release agent proposed for use with each form surface to be used for acceptance.
2.      Shop Drawings. Unless otherwise waived by the Engineer, submit shop drawings for formwork and formwork supports, sealed by a professional Engineer licensed in the state where the work will be done.
3.      Calculations. Unless otherwise waived by the Engineer, calculations for formwork, reshoring and backshoring, sealed by a professional Engineer licensed in the state where the work will be done.
4.      Manufacturer's data on the concrete mixture characteristics. Include evidence of the ability of the proposed mixture to comply with the concrete mixture requirements. The evidence shall be based on field test records or laboratory trial batches.
5.      Manufacturer's data and samples of form ties.
6.      Manufacturer's data and samples of expansion joint materials.
7.      Manufacturer's data and samples of waterstops.

Submit the following data when required:

1.      Reshoring. When reshoring or backshoring is required or permitted, submit procedures and plans of operations before use, sealed by a professional Engineer licensed in the state where work will be performed. Indicate on shop drawings the magnitude of construction loads permitted during reshoring or backshoring.
2.      Form Liners. Submit samples and catalog data for form liner material when specified.

Submit the following data when alternatives are proposed:

3.      Formwork Facing Materials. When formwork facing materials other than those specified are proposed for use, submit data for acceptance.
4.      Control Joints. If construction or control joints other than those indicated on Contract Drawings are desired, submit request for acceptance.
5.      Testing for Formwork Removal. When methods other than test of cylinders are proposed for determining time for formwork removal, submit data as specified in 3.04.B.

**6-02.3(2)A      Contractor Mix Design**

*The first paragraph of Section 6-02.3(2)A is replaced with the following:*

The mixture proportion and water-cementitious materials ratio for marine concrete shall be developed by the contractor in accordance with ACI 301 4.2.3 to produce the design strength (F'C) and to provide durability, workability, and mixture consistency to facilitate placement, compaction to the forms and around

reinforcement without segregation or bleeding.

1. Minimum 28-day compressive strength F'C
2. Maximum water/cement ratio
3. Nominal maximum size coarse aggregate
4. Target air entrainment
5. Maximum water-soluble chloride ion concentration in concrete, by % weight of cement, contributed by ingredients including water, aggregates, cementitious materials, and admixtures, shall be determined on the concrete mix by ASTM C1218 at age between 28 and 42 days.

	1.	2.	3.	4.	5.
Retaining Wall	5,000 PSI	0.4	2-inch	5*/-1.5	0.15

Cementitious materials shall be Portland Cement or cement blended with supplementary cementing materials. Portland Cement: ASTM C150 Type II or V. low alkali. The minimum amount of Portland Cement by mass of total cementing materials is 50%.

Fly ash or other pozzolan: ASTM C618, Max % of total cement by weight: 25% slag cement: STMC989, max % of total cement by weight: 50% silica fume is not permitted.

The concrete mixture shall be proportioned to have, at the point of deposit, a maximum slump of 4 inches as determined by ASTM C143 when admixtures that affect slump are not used. Whereas ASTM C494 Type F or G admixture is used, the slump after the addition of the admixture shall not exceed 8 inches. Slump tolerances shall comply with the requirements of ACI 117.

#### **6-02.4 Construction Requirements**

*Section 6-02.3 is supplemented with the following:*

Kitsap County Department of Community Development inspections are required before, during, and after the installation of the concrete curb wall. The Contractor shall schedule all inspections required in accordance with Kitsap County Building Permit No. 24-04116.

#### **6-02.4 Measurement**

*Section 6-02.4 is deleted and replaced with the following:*

Measurement for concrete structures shall be per linear foot.

#### **6-02.5 Payment**

*Section 6-02.5 is deleted and replaced with the following:*

Payment for Bid Item 4.02, "FURNISH AND INSTALL CONCRETE CURB WALL" per linear foot installed based on Contractor progress surveys outlined in these Special Provisions, including subgrade preparation and backfilling. Payment shall be made at the contract unit price as stated in the bid and shall be full compensation for furnishing all labor, equipment, materials, and incidentals required to complete the work of the Contract Documents.

**END OF SECTION 6-02**

**DIVISION 8 MISCELLANEOUS CONSTRUCTION****8-01 Erosion Control and Water Pollution Control****8-01.1 Description**

*(Local Agency SP)*

*The second paragraph of Section 8-01.1 is deleted and replaced with the following*

A Washington State Construction Stormwater General Permit has been issued by the Department of Ecology to Kitsap County. Upon selecting a contractor, Kitsap County will transfer the Construction Stormwater General Permit to the Contractor. It is the Contractor's responsibility to participate in the permit transfer process and subsequently to meet all conditions of the permit including, but not limited to, the preparation of the Stormwater Pollution Prevention Plan (SWPPP) and all monitoring, documentation and reporting by a Certified Erosion Control and Sediment Lead (CESCL) as required by the permit. The SWPPP shall be completed in accordance with 8-01.3(1)A1. The Contractor shall update the SWPPP document as necessary during this work.

Following construction, the Contractor shall close-out the permit and provide proof to Kitsap County.

**8-01.3(1)C5 Water Management for In-Water Work**

*Add the following after the first paragraph of Section 8-01.3(2)B is deleted and replaced with the following:*

In performing work near the water, the Contractor shall pay particular attention to the conditions of issued permits and authorizations requiring the minimization of turbidity and siltation, and adherence to water quality requirements (WAC 173-201A-210(1)(e)).

All excavation shall be done "in the dry," meaning that no excavation shall occur where groundwater or tidal levels are equal to or higher than the elevation of the work being performed at that time. If there are waves during the time of work then the Contractor must perform all work above the highest elevation that the waves are reaching on the beach.

Water is to be managed in accordance with the permit conditions (WA Ecy's Section 401 Certification, the site specific Water Quality Monitoring Plan (see Appendix E), WDFW's HPA, and other relevant permits). Turbid de-watering water associated with in-water work shall not be discharged directly to waters of the state, including wetlands, without prior settling or filtration. Turbid de-watering water shall be routed to an upland area for on-site settling to remove fine sediment and other contaminants or through a de-watering filtration bag before discharging to waters of the state. Clean de-watering water will be visually monitored to confirm water quality standards are met while discharging to all waters of the State. The Contractor may be required to modify means and methods at no additional cost to the project if turbid water is consistently and frequently observed or measured at the compliance point (150-foot radius measured from the discharge location). The discharge outfall method shall be designed and operated so as not to cause erosion or scour in the stream channel, banks, or vegetation.

**8-01.3(1)F Construction Operations**

*(Local Agency SP)*

*Section 8-01.3(1)F is added as the following:*

Temporary erosion and sedimentation control measures shall be in place and functional before land disturbing activities take place. Construction areas shall be properly protected and stabilized as the construction progresses. Disturbed slopes shoreline shall be protected with erosion control matting or other suitable measures.

Contractor shall maintain drainage conveyance within and downstream of construction areas to properly control drainage and runoff. Contractor shall be responsible for damage caused by lack of, or improper, measures or maintenance.

Properly maintain erosion and sedimentation control measures and facilities so that they will individually and collectively perform and function effectively. Contractor and Engineer will periodically review and assess the performance and adequacy of the Contractor's TESC measures and facilities. Contractor shall promptly correct any inadequacies or deficiencies found to exist. Such reviews or lack thereof shall not relieve the Contractor of responsibility for providing and maintaining proper TESC measures and facilities at all times.

**8-01.3(2)B Temporary Seeding**

*(Local Agency SP)*

*The first paragraph of Section 8-01.3(2)B is deleted and replaced with the following:*

In areas where the Contractor's activities have compromised the erosion control functions of the existing grasses, Contractor shall over-seed these areas with a commercially prepared mix, made up of low growing grass species that will grow without irrigation at the project location, and accepted by the Contracting Agency. The application rate shall be at least 5 pounds per 1,000 square feet. Areas subsequently disturbed by the Contractor's operations shall be reseeded.

**8-01.3(2)C Protection and Care of Seeded Areas**

*(Local Agency SP)*

*Section 8-01.3(2)C is deleted and replaced with the following:*

Watering of seeded areas shall be at a frequency, amount and for the duration that is necessary to properly sustain the seeded areas until the grass is fully established and able to survive without supplemental watering.

**8-01.3(9)D Inlet Protection**

*(Local Agency SP)*

*The fourth paragraph of Section 8-01.3(9)D is supplemented with the following:*

Straps shall be provided to assist in removal of and cleaning of the inserts. All inserts shall have a 0.5 CF minimum storage capacity. An overflow shall be provided to prevent flooding in case the insert becomes clogged. Inserts shall be cleaned and maintained regularly per the manufacturer's recommendations.

**8-01.4 Measurement**

*Section 8-01.4 is deleted and replaced with the following:*

*(Local Agency SP)*

Measurement shall be per lump sum to install TESC measures, protecting exposed soils from erosion, seeding, and other TESC measures; adherence to water quality requirements (WAC 173-201A-210(1)(e)) is also included in this item.

**8-01.5 Payment**

*Section 8-01.5 is deleted and replaced with the following:*

*(Local Agency SP)*

Payment for Bid Item 1.03, "TEMPORARY EROSION AND SEDIEMENT CONTROL" made at the contract lump sum price as stated in the bid and shall be full compensation for furnishing all labor, materials, equipment, and incidentals required to complete the work of the Contract Documents.

**END OF SECTION 8-01**

**8-02 Roadside Restoration****8-02.1 Description**

*Section 8-02.1 is supplemented with the following:*

This Work shall consist of furnishing and placing of imported Topsoil Type A; furnishing and placing imported compost; furnishing and placing fertilizer; furnishing and placing coir fabric; and furnishing, hauling, and planting of all plant materials including trees, shrubs, and groundcovers, and all related items and related work in accordance with these Specifications and as shown on the Contract Drawings or as directed by the Engineer.

**8-02.1(2) Submittals**

*Section 8-02.1(2) is added with the following:*

The Contractor shall submit the following items to the Owner for review/acceptance:

- A. Submit the following samples to the Owner for approval:
  1. Identify sources and suppliers of Topsoil Type A.
  2. Provide sieve analysis of Compost, and Topsoil Type A.
  3. Provide with manufacturer's data sheet with mix proportions by volume of Compost and Sand for Topsoil Type A.
  4. Topsoil Type A (5-pound bag) with manufacturer's data sheet
  5. Compost (5-pound bag) with manufacturer's data sheet
- B. Plant nursery sources and photographs:
  1. Contractor shall submit a list of nurseries supplying all plant species shown in the Contract Documents. Submit representative color, dated photographs of each plant species.
- C. Submit the following material certification/data sheets:
  1. Compost
  2. Planting fertilizer.
  3. Coir Fabric.

**8-02.2 Materials**

*Section 8-02.2 is replaced with the following:*

Materials shall meet the requirements of the following Sections and as modified in these special provisions:

- Topsoil Type A shall be conforming to 9-14.2(1)
- Compost shall conform to 9-14.5(8) medium compost
- Fertilizer shall conform to 9-14.4
- Plant Materials shall conform to 9-14.7
- Stakes, Guys and Wrapping shall conform to 9-14.8
- Coir Fabric shall conform to 9-14.6(2)B.

**8-02.3(4)A Topsoil Type A**

*Section 8-02.3(4)A is supplemented with the following:*

Areas requiring seeding that have become compacted due to construction use shall be loosened and The Contractor shall import and place Topsoil Type A meeting the requirements of Section 9-14.2(1) if approved by the Owner. Topsoil Type A shall be evenly spread in planting areas, as indicated in the Contract Drawings. Topsoil Type A shall not be placed when the ground is frozen, excessively wet, or, in the opinion of the Engineer, in a condition detrimental to the work.

Subgrade elevations shall be set to accommodate the depth of the topsoil as specified in the Contract Documents. Scarify or till subgrade to a minimum depth of 12 inches depth. The entire surface should be



disturbed by scarification. Do not scarify within drip line of existing trees to be retained. Obtain Engineers approval of scarified subgrade before placing Topsoil Type A.

Place full depth of planting soil over prepared sub-grade in areas indicated in the Contract Documents and perform fine grading. Rake beds to smooth and remove surface rocks larger than 1 inch diameter or sticks longer than 3 inches. Leave surface even and readily able to accommodate planting installation.

Perform fine grading to attain finish grades as shown in the Contract Documents.

The Contractor shall notify the Owner at least 48 hours in advance of the time of inspection required for completion of soil preparation before planting of trees, shrubs, and groundcover can occur.

#### **8-02.3(5)C Planting Area Preparation**

*Section 8-02.3(5)C is supplemented with the following:*

Obtain Owner approval of subgrade prior to work in this section. Rip, disc, or scarify subgrade soils to a minimum depth of 12 inches. Subgrade elevations shall be set to accommodate the depth of the topsoil as specified in the Contract Documents. 0.10 foot tolerance allowed.

#### **8-02.3(6)A Fertilizer**

*Section 8-02.3(6)A is supplemented with the following:*

Fertilizer shall be placed at the time of planting. The Owner or the Owner's representative shall be present during fertilizer installation.

For trees and shrubs install fertilizer packets around plant root balls based on plant size and manufacturer recommendations.

For grasses and forbs within the back beach/foredune planting area place fertilizer under each plant at a rate of 1.5 g per plant. Do not place fertilizer for plants within the upper beach planting area.

The Contractor shall notify the Owner at least 48 hours in advance of the time of inspection required for completion of soil preparation and before the planting of trees, shrubs, and groundcover can occur.

#### **8-02.3(8) Planting**

*Section 8-02.3(8) is supplemented with the following:*

The Contractor installing the plants shall hold a landscape contractor's license in the state of Washington and have a minimum of five years landscape construction experience. Submit copy of license and three references for similar work completed in the last five years.

All plants shall be nursery grown or collected materials that have been held in a nursery for at least one year. Nursery climatic conditions must be similar to those in the locality of the project. All plants shall be weed free at the time of planting.

Finish grading shall be inspected and approved by the Owner or the Engineer prior to planting.

#### **8-02.3(8)A Dates and Conditions for Planting**

*Section 8-02.3(8)A is supplemented with the following:*

Planting vegetation shall generally be performed during the period between October 1 and April 30. Planting of grasses and forbs in the upper beach planting area shall be performed between March 20 and April 10. Planting at other times shall only be done by written permission by the Owner or the Engineer and only if an irrigation system is available at the site at the time of planting.

Notify the Owner or Engineer at least 5 working days prior to the installation of plant material.

Protect existing utilities, paving, and other facilities from damage caused by planting operations.

Do not install plant material when ambient temperatures may drop below 35 degrees F or above 80 degrees.

Do not install plants when wind velocity exceeds 30 miles per hour.

Confine work to designated areas. Do not disturb existing vegetation outside project limits and protect all trees, shrubs and ground covers within project limits not designated to be removed. Do not permit vehicular traffic or materials storage under or around new or existing trees.

#### **8-02.3(8)B Plant Installation**

*Section 8-02.3(8)B is supplemented with the following:*

The Contractor shall locate plants by staking with stakes and flags as indicated in the Contract Documents or as approved in the field. If obstructions are encountered that are not shown in the Contract Documents, do not proceed until the Owner or the Engineer has selected alternate plant locations.

Plant materials within the topsoil placement area shall be installed after topsoil and coir fabric have been installed and approved by the Owner or the Engineer.

Plants brought to the planting site shall be balled, and burlapped or in containers, depending on how specified in the planting schedule in the Contract for the particular type of planting material. Plants shall not be planted during freezing weather or when the ground is frozen. Plants shall not be planted during excessively wet conditions. Plants shall not be placed on any day on which temperatures are forecast to exceed 80° unless the Project Engineer approves otherwise. Plants shall not be placed in areas that are below finished grade.

Plants shall be removed from containers in a manner that prevents damage to the root system. Containers may require vertical cuts down the full depth of the container to accommodate removal. All circling roots shall be loosened to ensure natural directional growth after planting.

Excavate circular plant pits with scarified vertical sides, at least twice the diameter of the root system or container. Depth of pit shall accommodate the entire root system. Scarify the bottom and sides of the pits for shrubs and trees to a depth of 4 inches. If groundwater is encountered upon excavation of planting holes, the Contractor shall promptly notify the Owner or the Owner's representative.

Place specified planting soil, fertilizer or amended backfill as indicated in Sections 8-02.3(4)A; 8-02.3(6)A and 8-02.3(6)B of these special provisions and as indicated on the contract drawings around the balls and roots of the plants.

Set plant material in the planting pit to proper grade and alignment. Set plants upright, plumb, and faced to give the best appearance or relationship to each other or adjacent structure. Set crown of plant material at the finish grade. No filling will be permitted around trunks or stems or above grafts on grafted trees. Backfill the planting pit with specified soil or amendment. Do not use frozen or muddy mixtures for backfilling.

After balled and burlapped plants are set, water in soil mixture around bases of balls and fill all voids.

Remove all burlap, or plastic wrapping materials, twine, and wires, and wire baskets from root balls.

If burlap has been chemically treated (green color), remove from the planting pit.

Stake trees as indicated in the Contract Documents.

Space plants using triangular spacing or as otherwise indicated on the drawings in accordance with indicated dimensions. Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants unless otherwise indicated on the contract drawings. Plant to within 18 inches of the trunks of trees and shrubs within planting bed and to within 12 inches of edge of bed.

**Timing** – Riparian plantings, back beach, and foredune plantings can be installed immediately following completion of the beach nourishment material fill area, cobble placement, and revetment repairs. Upper beach plantings shall be installed beginning March 2026.

**Pruning** - Prune all trees only to remove broken or damaged branches, or for aesthetic purposes as directed by the Owner. Branches will be pruned at the branch collar. Neither stubs nor flush cuts will be acceptable.

**Maintain planting until Substantial Completion** - Maintenance shall include cultivating, weeding, watering, pruning (prune only as directed by the Owner or the Engineer), and application of appropriate insecticides and fungicides necessary to maintain plants free of insects and disease. Insecticide and fungicides shall only be applied by a licensed pesticide applicator and as approved by the Owner or the Engineer.

- A. Reset settled plants to proper grade and position. Restore planting saucer and adjacent material and remove dead material.
- B. Straighten, repair, and adjust guy wires and stakes as required.
- C. Correct defective work as soon as possible after deficiencies become apparent and weather and season permit.

- D. Water trees, shrubs, perennial and ground cover beds within the first 24 hours of initial planting, and not less than twice per week (including rain) until Substantial Completion.

Inspection to determine Substantial Completion of planted areas will be made by the Owner or the Engineer, upon Contractor's request. Provide notification at least 10 working days before the requested inspection date.

Planted areas will be accepted provided all requirements, including the maintenance period have been complied with and plant materials are alive and in a healthy, vigorous condition.

Upon Substantial Completion, the Owner will assume plant maintenance.

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, soil, debris, and equipment. Repair damage resulting from planting operations.

#### **8-02.3(8)C Pruning, Staking, Guying, and Wrapping**

*Section 8-02.3(8)C is supplemented with the following:*

Prune all trees only to remove broken or damaged branches, or for aesthetic purposes as directed by the Owner. Branches will be pruned at the branch collar. Neither stubs nor flush cuts will be acceptable.

#### **8-02.3(14) Plant Replacement**

*Section 8-02.3(14) is supplemented with the following:*

The Contractor shall warrant plant material to remain alive and be in healthy, vigorous condition for a period of 1 year after the date of Physical Completion. Inspection of plants will be made by the Project Engineer at the completion of planting.

Replace, in accordance with the Contract Documents and Specifications, all plants that are dead or, as determined by the Owner or the Engineer, are in an unhealthy or unsightly condition, and have lost their natural shape due to dead branches, or other causes due to the Contractor's negligence. The cost of such replacement(s) is at the Contractor's expense. Warrant all replacement plants for one year after Physical Completion or installation, whichever is longer.

Warranty shall not include damage or loss of trees, plants, or ground covers caused by fires, floods, freezing rains, lightning storms, or winds over 75 MPH, winter kill caused by extreme cold and severe winter conditions not typical of planting area, acts of vandalism, or negligence on the part of the Owner or the Engineer.

Remove and immediately replace all plants, as determined by the Owner or the Engineer, to be unsatisfactory during the initial planting installation.

This warranty also applies to existing trees, shrubs, and ground covers that are to be removed and heeled-in for later replanting on site.

#### **8-02.4 Measurement**

*Section 8-02.4 is deleted and replaced with the following:*

Measurement for topsoil, compost, fertilizer, shall be per cubic yard installed. The quantity of installed material shall be verified by Contractor progress surveys and vendor tickets (if any). Payment will not be made for any materials that are placed outside of the specified lines and grades.

Measurement for plant materials shall be per plant installed. Quantity of installed plant materials shall be verified by Contractor progress surveys.

Measurement for coir fabric shall be per square yard installed. Quantity of installed material shall be verified by Contractor progress surveys.

Stakes, guys and wrapping materials are incidental to this contract.

Tree Protection is incidental to this contract. No additional payment will be made.

#### **8-02.5 Payment**

*Section 8-02.5 is deleted and replaced with the following:*

The Contract Price per cubic yard for Bid Item No. 5.01, "TOPSOIL A MATERIAL", shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily furnish and place Topsoil Type a material as shown on the Contract Plans, as set forth in the Standard Specifications and these specifications,

and as directed by the Engineer. Payment will not be made for any materials that are placed outside of the specified lines and grades.

The Contract Price per cubic yard for Bid Item No. 5.02, "PROCURE AND PLACE COMPOST", shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily furnish and place compost as shown on the Contract Plans, as set forth in the Standard Specifications and these specifications, and as directed by the Engineer. Payment will not be made for any materials that are placed outside of the specified lines and grades.

The Contract Price per each for Bid Item No. 5.03, "FURNISH AND PLANT TREES AND SHRUBS (5 GAL)", shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily furnish and install trees and shrubs as shown on the Contract Plans, as set forth in the Standard Specifications and these specifications, and as directed by the Engineer.

The Contract Price per each for Bid Item No. 5.04, "FURNISH AND PLANT SHRUBS (2 GAL)", shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily furnish and install shrubs as shown on the Contract Plans, as set forth in the Standard Specifications and these specifications, and as directed by the Engineer.

The Contract Price per each for Bid Item No. 5.05, "FURNISH AND PLANT SHRUBS (1 GAL)", shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily furnish and install shrubs as shown on the Contract Plans, as set forth in the Standard Specifications and these specifications, and as directed by the Engineer.

The Contract Price per each for Bid Item No. 5.06, "FURNISH AND INSTALL GROUNDCOVER (4-INCH POTS)", shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily furnish and install plants as shown on the Contract Plans, as set forth in the Standard Specifications and these specifications, and as directed by the Engineer.

The Contract Price per each for Bid Item No. 5.07, "FURNISH AND INSTALL GROUNDCOVER (10 IN-CU PLUGS)", shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily furnish and install plugs as shown on the Contract Plans, as set forth in the Standard Specifications and these specifications, and as directed by the Engineer.

The Contract Price per each for Bid Item No. 5.08, "FURNISH AND INTSTALL COIR LANDSCAPE FABRIC", shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily furnish and install plugs as shown on the Contract Plans, as set forth in the Standard Specifications and these specifications, and as directed by the Engineer.

#### **END OF SECTION 8-02**

**8-05 Gravel Pedestrian Trail****8-05.1 Description**

*Section 8-05.1 is replaced with the following:*

This work consists of procuring and/or placing gravel trail materials needed to complete the project.

**8-05.2 Materials**

*Section 8-05.2 is replaced with the following:*

Materials shall meet the requirements of the following sections:

Crushed Gravel	9-03.7
Crushed Surfacing Top Course	9-03.9(3)

**8-05.3 Construction Requirements**

*Section 8-05.3 is replaced with the following:*

Place crushed surface top course and crushed gravel aggregates in 6-inch (maximum) lifts and compact to 95 percent of maximum dry density, as determined by ASTM D1557.

Place crushed surface top course and crushed gravel aggregates to thicknesses and grades shown in the Contract Documents and described in the Standard Specifications.

**8-05.4 Measurement**

*Section 8-05.4 is deleted and replaced with the following:*

Measurement of the crushed gravel shall be by the cubic yardage placed based on Contractor Progress Surveys.

Measurement of the crushed surfacing top course shall be by the cubic yardage placed based on Contractor Progress Surveys.

**8-05.5 Payment**

*Section 8-12.5 is deleted and replaced with the following:*

The Contract Price per cubic yard based on Contractor's progress surveys for Bid Item No. 5.10, "FURNISH AND INSTALL CRUSHED SURFACING TOP COURSE", shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily furnish and install crushed surfacing top course as shown on the Contract Plans, as set forth in the Standard Specifications and these specifications, and as directed by the Engineer.

The Contract Price per cubic yard based on Contractor's progress surveys for Bid Item No. 5.11, "FURNISH AND INSTALL CRUSHED GRAVEL", shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily furnish and install crushed gravel as shown on the Contract Plans, as set forth in the Standard Specifications and these specifications, and as directed by the Engineer.

**END OF SECTION 8-05**

**8-12 Chain Link Fence and Wire Fence****8-12.1 Description**

*(Local Agency SP)*

*Section 8-12.1 is supplemented with the following:*

Contractor shall provide temporary six-foot-high chain link fencing and gates as necessary to secure work site, staging and storage areas and existing facilities from unauthorized access.

Safety barriers, fencing, barricades and steel plates shall be installed and maintained by Contractor to protect the public and prevent access to excavations by unauthorized persons. Contractor shall be solely responsible for site safety and protection of the public.

**8-12.4 Measurement**

*(Local Agency SP)*

*Section 8-12.4 is deleted and replaced with the following:*

No measurement will be made for temporary fencing.

**8-12.5 Payment**

*(Local Agency SP)*

*Section 8-12.5 is deleted and replaced with the following:*

No separate payment will be made for temporary fencing. This work shall be considered incidental to construction or included in other bid items.

**END OF SECTION 8-12**

**8-19 Dune Fence****8-19.1 Description**

*Section 8-19.1 is replaced with the following:*

This Work consists of removing, stockpile, and re-installing existing dune fence, as well as furnishing and installing new dune fencing in accordance with the Plans and these Specifications at the locations shown in the Plans and in conformity with the lines as staked.

New dune fence shall be of wood and wire mesh mounted on wood posts to match existing dune fence.

**8-19.2 Materials**

*Section 8-19.2 is replaced with the following:*

New materials shall be the following requirements:

- Dune fencing shall consist of natural wooden slats measuring a minimum of ¼-inch (thick) x 4-feet (high).
- Wooden slats shall be woven together with a minimum of four 2-wire strands.
- Untreated wood posts shall measure a minimum of 3-inches (diameter) x 6-feet (height).

**8-19.3 Construction Requirements**

*Section 8-19.3 is replaced with the following:*

The Contractor shall remove and stockpile existing dune fence, as described in Section 2-02.3(4). Once construction is complete and the disturbed areas are restored, Contractor shall re-install the stockpiled dune fence as shown in the Plans.

The Contractor shall install existing and newly procured dune fencing in the alignment shown in the Drawings.

The Contractor shall install dune fencing per the manufacturer's recommendations.

All support posts shall be driven at least 2-feet below surface grade and spaced 10 feet apart (maximum), measured on-center. Spacing should be altered so that posts are placed at all low spots (if any).

Secure fencing to windward side of posts by nailing. Press bottom of fencing material firmly into the ground at all points.

Trim the support post flush with the top of the installed dune fence.

**8-19.4 Measurement**

*Section 8-19.4 is replaced with the following:*

No measurement will be made to remove and reinstall existing dune fencing.

New dune fencing will be measured by the linear foot of completed fence, along the ground line, exclusive of openings based on Contractor's progress surveys.

**8-19.5 Payment**

*(Local Agency SP)*

*Section 8-19.5 is replaced with the following:*

No measurement will be made to remove and reinstall existing dune fencing. This is incidental to the contract. No additional payment will be made if existing dune fencing and wood support posts are damaged by Contractor during fence removal or storage. Contractor will replace dune fencing in kind, if damaged, at Contractor's own expense.

The Contract Price per linear foot for Bid Item No. 5.09, "FURNISH AND INSTALL DUNE FENCE", shall be full compensation for all labor, materials, tools, and equipment necessary to satisfactorily furnish and install plugs as shown on the Contract Plans, as set forth in the Standard Specifications and these specifications, and as directed by the Engineer.

**END OF SECTION 8-19**

**8-21            Permanent Signing****8-21.3(1)        Location of Signs**

*(Local Agency SP)*

*Section 8-21.3(1) is deleted and replaced with the following:*

Contractor shall relocate all signing disturbed by the Contractor's operations. The signs shall be placed in a similar location to where they were located before construction. Preconstruction photos shall be used to assist with determining the location of the signs.

**8-21.4            Measurement**

*(Local Agency SP)*

*Section 8-21.4 is deleted and replaced with the following:*

No measurement will be made for Permanent Signing.

**8-21.5            Payment**

*(Local Agency SP)*

*Section 8-21.5 is deleted and replaced with the following:*

No separate payment will be made for Permanent Signing. All work associated with re-establishing signed disturbed by construction shall be considered incidental to construction or included in other bid items.

**END OF SECTION 8-21**



**8-26 Cobbles****8-26.1 Description**

*Section 8-26.1 is replaced with the following:*

The work described in this section includes placement of imported streambed cobbles as shown on the Contract Plans.

**8-26.2 Materials**

*Section 8-26.2 is replaced with the following:*

Streambed Cobbles shall meet requirements of Section 9-03.11(4), 12" Streambed Cobbles.

The materials used in performing this work shall conform to the material specifications listed in these Section. Materials with equivalent or superior performance or quality characteristics may be substituted for those specified by providing written notice to the County's Representative. The written notice shall include a certification by the Contractor that the performance of the substitute material shall be equivalent or superior to that of the specified material. Any applicable testing shall be included with the certification. The Contractor shall be solely liable for the cost of replacing materials and/or substitute materials that do not have the performance characteristics equivalent or superior to those specified materials. Approval of substitutions by the County's Representative shall not eliminate this liability. Imported materials shall be certified they were obtained from a commercial quarry or pit permitted by the State of Washington.

Whenever the source or stockpile from which the imported streambed cobbles are obtained is changed, certificates of compliance for these new sources shall also be required at no additional cost to the County.

**8-26.3 Construction Requirements**

The streambed cobbles shall be placed along the waterward face of the proposed curb wall in accordance with the lines and grades shown on the Contract Plans (within tolerances provided in these Special Provisions) and as directed by the Engineer. Cobble placement shall be conducted after the new curb wall is constructed. Cobble depth will be approximately 6.5 feet along the face of the curb wall, tapering up at a 3(H):1(V) slope to meet placed beach nourishment material. Cobble width near the top of the wall shall be 5 feet, then taper down at a 3(H):1(V) slope to meet placed beach nourishment material.

All streambed cobbles delivered to the site shall be spread in a satisfactory manner to the slope, lines, and final grades indicated on the Contract Plans. Subsequent loads of streambed cobble shall be placed against previously placed material in such a manner as to ensure a relatively homogenous mass.

Placing of streambed cobbles shall be suspended when adverse weather and conditions will not allow proper placement. No in-water cobble material placement is to be performed.

All work shall be completed "in the dry". This means that no placement of streambed cobbles in the water is allowed as part of this work. The Contractor shall closely monitor tidal levels and weather conditions (i.e., onshore wind and waves) to determine when work is possible at the Work Site and plan accordingly. No additional payment shall be made due to delays caused by tides or wave uprush submerging areas of the Work Site.

Work below the Ordinary High Water Line (OHWL) elevation (approximate OHWL Elevation; +10.9 feet NAVD88), as shown on the Drawings, must be completed "in the dry" prior to October 15.

**8-26.4 Measurement**

*Section 8-26.4 is deleted and replaced with the following:*

The placed volume of streambed cobbles shall be measured per cubic yard based on Contractor progress surveys outlined in these Special Provisions.

**8-26.5 Payment**

*Section 8-26.5 is deleted and replaced with the following:*

The Contract Price per cubic yard for Bid Item No. 4.01, "FURNISH AND PLACE COBBLE", shall be full compensation for all labor, materials, tools, and equipment necessary to complete the work as specified in this contract.

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END OF SECTION 8-26

**8-27 Armor Rock Revetment****8-27.1 Description**

*Section 8-27.1 is replaced with the following:*

The work described in this section includes placement of imported armor rock, filter rock, and chinking rock within the revetment repair armor rock area as shown on the Contract Plans.

**8-27.1(2) Submittals**

*Section 8-27.1(2) is added with the following:*

The Contractor shall submit the following items to the Owner for review/acceptance:

A. Submit the following material certification/data sheets:

1. Filter Rock
2. Chinking Rock

**8-27.2 Materials**

*Section 8-27.2 is supplemented with the following:*

Salvaged armor rock material, excavated and stockpiled per Section 2-03.2(2), shall meet requirements of Section 9-13.7(1), Rock for Rock Walls and Chinking Material, Type Two rock size or larger.

Imported armor rock material shall meet requirements of Section 9-13.7(1), Rock for Rock Walls and Chinking Material, Type Two Rock.

Filter rock and chinking rock shall meet requirements of Section 9-13.1(5), Quarry Spalls.

The materials used in performing this work shall conform to the material specifications listed in this Section. Materials with equivalent or superior performance or quality characteristics may be substituted for those specified by providing written notice to the County's Representative. The written notice shall include a certification by the Contractor that the performance of the substitute material shall be equivalent or superior to that of the specified material. Any applicable testing shall be included with the certification. The Contractor shall be solely liable for the cost of replacing materials and/or substitute materials that do not have the performance characteristics equivalent or superior to those specified materials. Approval of substitutions by the County's Representative shall not eliminate this liability. Imported materials shall be certified they were obtained from a commercial quarry or pit permitted by the State of Washington.

Whenever the source or stockpile from which the imported rock materials are obtained is changed, certificates of compliance for these new sources shall also be required at no additional cost to the County.

**8-27.3 Construction Requirements**

*Section 8-27.2 is replaced with the following:*

After the existing armor rock is removed and the revetment repair area is excavated to the toe elevation shown on the Drawings and graded at a 1.75(H):1(V) slope, as shown in the Contract Plans, the Contractor shall place filter rock on the graded surface to a minimum thickness of 1 foot, in accordance with the lines and grades shown on the Contract Plans (within tolerances provided in these Special Provisions) or as directed by the Engineer. Filter rock delivered to the site shall be spread uniformly in a satisfactory manner to the slope, lines, and final grades indicated on the Contract Plans. Filter rock shall be compacted per Section 2-03.3(14)A of these Special Provisions.

The Contractor shall place armor rock on top of the filter rock or in-situ armor rock within the limits shown on the Drawings. If armor rock is present below the marked toe elevation, the Contractor shall key in imported or stockpiled armor rock to the in-situ armor rock. Type Three or larger salvaged rock sizes shall be placed to form the toe of the proposed revetment. Salvaged rock placed as the toe must alternate between Type Two size rocks and larger (rocks larger than Type Two size cannot be placed adjacent to each other to form the revetment toe). The Contractor shall construct the revetment to a thickness of 4 feet, approximately two armor stone diameters thick, within the tolerances outlined in these Special Provisions. The Contractor shall place armor rock starting at the lowest elevation of the slope to be covered and continuing up the slope, placing the full thickness of armor rock slope as required by the Contract Plans and Special Provisions, either by section or whole armored section.

Armor rock materials shall be of a shape as to form a stable structure and base for the required section and/or detail, as shown on the Contract Plans. Individual armor rock shall be selected and placed individually to ensure the interstices between adjacent armor rocks shall be as small as the character of the armor rock materials will permit. The face of the armor rock having the largest area shall be placed against the surface of the underlying filter or armor rock. The Contractor shall place subsequent loads of material against previously placed material in such a manner as to ensure a relatively homogenous mass. Placement drop height of each rock shall not exceed 6 inches.

Placement of armor rock thickness greater than 4 feet may be required, as directed by the Engineer, to fill depressions in the armor rock slope. Placement of armor rock materials above the design grades shall be paid for according to Section 1-09.9.

The finished armor rock slope shall be free from objectionable pockets of smaller rock and clusters of larger rock. Placing armor rock by dumping is not permitted. Placing armor rock at the top of the slope and pushing it down the slope is not permitted. No equipment shall be operated directly on the completed armor rock and underlying filter rock. Rearranging of individual armor rocks shall be required to the extent necessary to obtain a keyed in, well-graded distribution of rock sizes as specified above.

Voids greater than 6 inches in between armor rock rocks shall be filled by hand with chinking rock such that three sides of the chinking rock touch the armor rock within the armored slope and individual armor rocks do not wobble. The Contractor shall place chinking for the first layer of armor rock prior to placement of the top layer of armor rock.

Placing of materials shall be suspended when adverse weather and conditions will not allow proper placement. No in-water material placement is to be performed.

The Contractor shall minimize slope erosion when the shoreline slopes at the Work Sites are not covered with armor rock by limiting the amount of time between demolition of the existing rock slope and placement of filter and armor rock. The Contractor shall monitor weather forecasts and plan accordingly to minimize exposure of unprotected shoreline slopes to waves. If erosion of the slope occurs before armor rock is placed, the Contractor will repair the slope to the preexisting condition at no expense to the Owner.

All work shall be completed "in the dry". This means that no placement of material in the water is allowed as part of this work. The Contractor shall closely monitor tidal levels and weather conditions (i.e., onshore wind and waves) to determine when work is possible at the Work Site and plan accordingly. No additional payment shall be made due to delays caused by tides or wave uprush submerging areas of the Work Site.

Work below the Ordinary High Water Line (OHWL) elevation (approximate OHWL Elevation; +10.9 feet NAVD88), as shown on the Drawings, must be completed "in the dry" prior to October 14.

Kitsap County Department of Community Development inspections are required before, during, and after the installation of the armor rock revetment. The Contractor shall schedule all inspections required in accordance with Kitsap County Building Permit No. 24-04116.

#### **8-27.4 Measurement**

*Section 8-27.4 is deleted and replaced with the following:*

The placed volume of imported filter rock, imported armor rock, and salvaged armor rock shall be measured per cubic yard based on Contractor progress surveys outlined in these Special Provisions.

#### **8-27.5 Payment**

*Section 8-27.5 is deleted and replaced with the following:*

The Contract Price per cubic yard based on Contractor's progress surveys for Bid Item No. 3.03, "DEMOLISH AND RE-PLACE ARMOR ROCK (ALLOWANCE)", shall be full compensation for all labor, materials, tools, and equipment necessary to complete the work as specified in this contract.

The Contract Price per cubic yard based on Contractor's progress surveys for Bid Item No. 3.04, "PROCURE AND PLACE FILTER ROCK", shall be full compensation for all labor, materials, tools, and equipment necessary to complete the work as specified in this contract.

The Contract Price per cubic yard based on Contractor's progress surveys for Bid Item No. 3.05, "PROCURE AND PLACE ARMOR ROCK", shall be full compensation for all labor, materials, tools, and equipment necessary to complete the work as specified in this contract.

The Contract Price per tonnage for Bid Item No. 3.06, "PROCURE AND PLACE CHINKING ROCK", shall be full compensation for all labor, materials, tools, and equipment necessary to complete the work as specified in this contract. Tonnage shall be measured using certified weight tickets obtained from the approved material supplier.

**END OF SECTION 8-27**

**8-28 Beach Nourishment Material Fill****8-28.1 Description**

*Section 8-28.1 is replaced with the following:*

The work described in this section includes placement of geobag sand and imported beach nourishment material within the beach nourishment material fill area as shown on the Contract Plans.

**8-28.1(2) Submittals**

*Section 8-28.1(2) is added with the following:*

The Contractor shall submit the following items to the Owner for review/acceptance:

A. Submit the following material certification/data sheets:

1. Beach Nourishment Material
2. Coir Fabric.

**8-28.2 Materials**

*Section 8-28.2 is supplemented with the following:*

Coir Fabric shall meet requirements of Section 9-14.6(2)B.

Imported beach nourishment materials shall meet requirements of Section 9-03.16, Beach Nourishment Materials.

Geobag sand is already present onsite in super sacks. The Contractor will be required to empty the supersack bags within the beach nourishment material fill area prior to grading sand materials.

The materials used in performing this work shall conform to the material specifications listed in these Sections. Materials with equivalent or superior performance or quality characteristics may be substituted for those specified by providing written notice to the County's Representative. The written notice shall include a certification by the Contractor that the performance of the substitute material shall be equivalent or superior to that of the specified material. Any applicable testing shall be included with the certification. The Contractor shall be solely liable for the cost of replacing materials and/or substitute materials that do not have the performance characteristics equivalent or superior to those specified materials. Approval of substitutions by the County's Representative shall not eliminate this liability. Imported materials shall be certified they were obtained from a commercial quarry or pit permitted by the State of Washington.

Whenever the source or stockpile from which the imported fill soil materials are obtained is changed, certificates of compliance for these new sources shall also be required at no additional cost to the County.

**8-28.3 Construction Requirements**

*Section 8-28.2 is replaced with the following:*

Due to coastal processes that have occurred since the topographic survey was collected in January 2024 2023, actual surface conditions may not be reflected in the existing conditions data show in the Contract Plans. As a result, the Contractor should complete the pre-construction topographic survey and utilize the results to verify the material quantities required to uniformly place beach nourishment materials to the elevations and grades indicated on the Drawings within tolerances provided in these Specifications. The pre-construction survey should be completed prior to importing any material.

The Contractor shall place beach nourishment materials and geobag sand materials within the Beach Nourishment Material Fill Area, as shown on the Drawings.

The Contractor shall place beach nourishment materials and geobag sand materials uniformly to the elevations and grades as indicated on the Drawings within tolerances provided in these Special Provisions.

A two layer (single wrap) of coir matting 20 feet wide by 250 feet long will be placed in the foredune portion of the nourishment area to help stabilize the placed material. A 1-foot lift of material shall be placed between the layers, as shown on the Contract Plans.

Placing of materials shall be suspended when adverse weather and conditions will not allow proper placement.

Along with the extents of the Beach Nourishment Work Area Limits, the contractor should taper beach nourishment materials to match existing grade. Subsequent loads of material shall be placed against previously placed material in such a manner as to ensure a relatively homogenous mass.

Placing of materials shall be suspended when adverse weather and conditions will not allow proper placement. No in-water beach nourishment or geobag sand material placement is to be performed.

All work shall be completed "in the dry". This means that no placement of material in the water is allowed as part of this work. The Contractor shall closely monitor tidal levels and weather conditions (i.e., onshore wind and waves) to determine when work is possible at the Work Site and plan accordingly. No additional payment shall be made due to delays caused by tides or wave uprush submerging areas of the Work Site.

Work below the Ordinary High Water Line (OHWL) elevation (approximate OHWL Elevation; +10.9 feet NAVD88), as shown on the Drawings, must be completed "in the dry" prior to October 15.

#### **8-28.4 Measurement**

*Section 8-28.4 is deleted and replaced with the following:*

The placed volume of beach nourishment material shall be measured per cubic yard based on Contractor progress surveys outlined in these Special Provisions. Contractor is responsible for completing progress surveys for these materials prior to tidal inundation which may move these materials from their original placed slopes and grades.

The placed volume of beach nourishment material shall be measured per cubic yard based on Contractor progress surveys outlined in these Special Provisions. Contractor is responsible for completing progress surveys for these materials prior to tidal inundation which may move these materials from their original placed slopes and grades.

The placed area of coir matting shall be measured per square yard based on Contractor progress surveys outlined in these Special Provisions.

#### **8-28.5 Payment**

*Section 8-28.5 is deleted and replaced with the following:*

The Contract Price per lump sum for Bid Item No. 2.01, "PLACE GEOBAG SAND", to place and grade sand within the extents of the beach nourishment material fill area, as shown on the Contract Plans. Payment shall be full compensation for all labor, materials, tools, disposal of the emptied supersack bags, and equipment necessary to complete the work as specified in this contract.

The Contract Price per cubic yard for Bid Item No. 2.02, "PROCURE AND PLACE BEACH NOURISHMENT MATERIAL (ALLOWANCE)", to import and grade beach nourishment material within the extents of the beach nourishment material fill area, as shown on the Contract Plans. Payment shall be full compensation for all labor, materials, tools, and equipment necessary to complete the work as specified in this contract.

The Contract Price per square yard for Bid Item No. 2.03, "PROCURE AND PLACE DUNE COIR MATTING", to procure and place coir matting within the extents of the beach nourishment material fill area, as shown on the Contract Plans. Payment shall be full compensation for all labor, materials, tools, and equipment necessary to complete the work as specified in this contract.

**END OF SECTION 8-28**

**8-29 Large Wood****8-29.1 Description**

*Section 8-29.1 is replaced with the following:*

This section includes removal, stockpiling, and re-placement of large wood from the shoreline within the grading limits, including the beach nourishment material fill and revetment repair armor rock areas.

**8-29.3 Construction Requirements**

*Section 8-29.2 is replaced with the following:*

Large wood salvaged from within the grading limits should be removed and stockpiled prior to start of work then re-placed in locations similar to existing conditions or at the direction of the Engineer. All large wood must be stockpiled above the Ordinary High Water Line (OHWL).

**8-29.4 Measurement**

*Section 8-29.4 is deleted and replaced with the following:*

Measurement shall be per lump sum to remove, stockpile, and re-place large wood from within the grading limits.

**8-29.5 Payment**

*Section 8-29.5 is deleted and replaced with the following:*

Payment for Bid Item 2.04, "REMOVE AND REPLACE LARGE WOOD" made at the contract lump sum price as stated in the bid and shall be full compensation for furnishing all labor, materials, equipment, and incidentals required to complete the work of the Contract Documents.

**END OF SECTION 8-29**



**8-32 Parking Appurtenances****8-32.1 Description**

*Section 8-32.1 is added with the following:*

The work described in this section includes installation of commercially produced concrete wheel stops at the locations detailed on the Contract Plans.

**8-32.2 Materials**

*Section 8-32.2 is added with the following:*

Wheel Stops:

- Provide wheel stops cast with a concrete that has compressive strength of 4,000 psi at 28 days. Unless otherwise specified on the Plans, each wheel stop must be 6 ft. in length.
- Minimum reinforcement for each wheel stop shall be two (2) No. 4 bars placed longitudinally.
- Reinforcing steel must conform to the requirements Standard Specification Section 9-07.

**8-32.3 Construction Requirements**

*Section 8-32.3 is replaced with the following:*

Install precast concrete wheel stops per WSDOT Standard Plan M-17.10-02 and in accordance with the manufacturer recommendations.

Reinforcing steel cannot protrude from the top of the concrete wheel stop. Extend the reinforcing steel to within 1-inch of the top of the wheel stop.

**8-32.4 Measurement**

*Section 8-32.4 is deleted and replaced with the following:*

Precast concrete wheel stops will be measured per each installed, based on Contractor progress surveys outlined in these Special Provisions.

**8-32.5 Payment**

*Section 8-32.5 is deleted and replaced with the following:*

The Contract Price per each for Bid Item No. 4.03, "PROCURE AND INSTALL CONCRETE WHEEL STOPS", shall be full compensation for all labor, materials (including reinforcing steel, tools, and equipment necessary to satisfactorily place and install pre-cast concrete wheel stops, shown on the Contract Plans, Standard Plans, and these specifications, and as directed by the Engineer. Payment will not be made for damaged wheel stops.

**END OF SECTION 8-32**

**END OF DIVISION 8**

## DIVISION 9 MATERIALS

### 9-03 Aggregates

#### 9-03.7 Crushed Gravel Surfacing

*Section 9-03.7 is replaced with the following:*

The following materials shall be used where crushed gravel is indicated in the Contract Documents:

Crushed gravel surfacing, where indicated in the Contract Documents, shall consist of 1/4" minus clean, angular, crushed gravel free from organic matter and conforming to the following gradation when tested in accordance with ASTM D422: U.S. Standard Sieve Size Percent Passing, by Weight:

U.S. Standard Sieve	<u>Percent Passing</u>
3/8"	100
No.4	60-85
No. 8	45-60
No. 30	15-34
No.200	5-20 Max.

Crushed gravel surfacing shall be "dense grade". The material shall be uniform in quality and free from extraneous material, except that it shall have minimal clay content of 5-9% by dry weight. The exact point of acceptance will be determined by the Owner based on a combination of field review of processed material and the Contractor furnished gradation test results.

#### 9-03.9(3) Crushed Surfacing

*Section 9-03.9(3) is supplemented with the following:*

Base course material to be placed in in the gravel trail area adjacent to Point No Point Road shall meet WSDOT 2025 standard specifications for 3/4" minus Top Course and Keystone, Section 9-03.9(3).

#### 9-03.11(4) Streambed Cobbles

*Section 9-03.11(4) is supplemented with the following:*

Rounded cobble material to be placed in front of the proposed curb wall will be a well-graded rounded cobble stone shall meet WSDOT 2025 standard specifications for 12" Streambed Cobbles Section 9-03.11(4).

#### 9-03.16 Beach Nourishment Materials

*Section 9-03.16 is added with the following:*

Beach Nourishment materials shall be naturally occurring water rounded aggregates. Aggregates from quarries, ledge rock, and talus slopes are not acceptable.

Materials shall be tough, durable, clean particles, adequately free from thin, flat, and elongated pieces, vegetation, or other debris.

Washed sand gradation shall conform to material as shown below:

U.S. Standard Sieve	Permissible Limits Percent by Weight, Maximum Passing
No. 4	75-100
No. 100	0-10
No. 200	0-5

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**END OF SECTION 9-03**

**9-07            Reinforcing Steel****9-07.2           Deformed Steel Bars**

*(Local Agency SP)*

*The following as added after the first paragraph in Section 9-07.2:*

Deformed steel bars for cast-in-place concrete reinforcement shall conform to ASTM 615 Grade 60.

**END OF SECTION 9-07**

## 9-14 Erosion Control and Roadside Planting

### 9-14.2(1) Topsoil Type A

Section 9-14.2(1) is supplemented with the following:

Topsoil Type A shall meet the general requirements of Section 9-14.2(1) and meet the following requirements: weed and seed free; pH between 6.0 and 7.5; maximum particle size to be ½ inch, with 97% passing the 3/8" screen; soluble salts shall not exceed 600ppm; free of clay and sod lumps; litter and toxic materials harmful to plant growth. Pure organic content shall be 20% maximum and 10% minimum by volume.

Topsoil components shall be mixed in the following proportions: 10 percent composted yard waste, 50 percent sandy loam, and 40 percent sand by volume.

Topsoil Type A shall contain sufficient quantities of available nitrogen, phosphorus, potassium, calcium, magnesium, sulfate, copper, zinc, manganese, iron, and boron to support normal plant growth. In the event of nutrient inadequacies, provisions shall be made to add required materials prior to planting.

The Compost component shall meet Standard Specifications Section 9 14.5(8) for Medium compost gradation.

### 9-14.3 Seed

(Local Agency SP)

Section 9-14.3 is supplemented with the following:

Grass seed of the following composition, proportion and quality shall be applied at the rate shown in the table below (Grass Seed Mix). Seed shall be certified weed free which indicates there are no noxious or nuisance weeds in the seed (reference Washington State Noxious Weeds List, WAC 16-750-005).

**Grass Seed Mix**

Kind and Variety of Seed in Mixture	Scientific Name	Percentage Pure Live Seed
Meadow barley	<i>Hordeum brachyantherum</i>	40
Blue wildrye	<i>Elymus glaucus</i>	40
Spiked bentgrass	<i>Agrostis exarata</i>	10
Slender hairgrass	<i>Deschampsia elongate</i>	10

### 9-14.4 Mulch and Amendments

(Local Agency SP)

Section 9-14.5 is supplemented with the following:

Fertilizer shall meet the requirements of the Standard Specifications Section 9 14.4.

Fertilizer shall conform to reference FS O-F-24D, Commercial Fertilizers and WSDA laws.

Fertilizer for all tree and shrub plantings shall be "BioPaks-16-6-8 plus minors and biostimulants available from Reforestation Technologies International (RTI), 1-800-784-4769.

BioPak®, or approved equivalent, shall consist of: a 10 gram biodegradable planting packet containing a blend of 16.00 percent total nitrogen (N), 6.00 percent available phosphoric acid (P<sub>2</sub>O<sub>5</sub>) and 8.00 percent soluble potash (K<sub>2</sub>O). Also containing 6.92 percent combined sulfur (S), 0.52 percent zinc (Zn), 0.54 percent Iron (Fe), 0.54 percent Magnesium (Mg), 0.23 percent Copper (Cu), 0.05 percent Boron (B), and 0.56 percent Manganese (Mn). The nitrogen, phosphorous and potassium sources shall be coated with a polyurethane coating to provide 15.69 percent coated slow-release nitrogen, 5.09 percent coated slow-release available phosphate and 6.80 percent available soluble potash. Also contains: 5.0 percent humic acid derived from rutile sands, 0.25 percent Kelp extract and 0.9 percent naphthalene acetic acid.

Supplemental Fertilizer: Shall consist of Mycor Tree Saver mycorrhizal fungal transplant inoculant for all trees

and shrubs or approved equal consisting of:

Ectomycorrhizal Fungi	95 million spores/lb
Vesicular Arbuscular Mycorrhizal (VAM) Fungi	5,300 spores /lb
Rhizosphere Bacillus	324 million cfu/lb
Potassium polyacrylamide	33%
Formononetin	0.007%
Microbial Nutrients	39.4%
Inert Ingredients	27.3%

Fertilizer for grasses and forbs in the back beach/foredune planting area shall be Osmocote 14-14-14. Grass and forbs in the upper beach planting area should not receive fertilizer.:

1. pH range between 6.0 and 8.5.
2. Foreign material no more than 1% on a dry weight or volume basis, whichever is least.
3. Meets Grade AA compost.

#### **9-14.6(2)B Coir Fabric**

*Section 9-14.6(2)B is replaced with the following:*

100% coir fiber woven fabric rolls for shall conform to the properties listed below:

Property	Details
Weight	900 Grams
Thickness	338.30 mm
Open Area	38%
Dry Ultimate Strength (lbs/inch)	164 lbs/Inch in roll direction, 66.3 lbs/Inch in cross direction
Dry Ultimate Strength	<30%
Wet Ultimate Strength (lbs/inch)	124.4 in roll machine direction;

Wood stakes for coir fabric shall be 2-inch x 2-inch Douglas fir with one tapered end, 2 feet in length. No split or badly splintered stakes will be accepted.

#### **9-14.7(1) Mulch and Amendments Descriptions**

*Section 9-14.7(1) is supplemented with the following:*

Plants: Provide plants typical of their species or variety, with normal, densely developed branches and vigorous, fibrous root systems. Provide only sound, healthy, vigorous plants free from weeds, defects, disfiguring knots, sunscald injuries, and abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids, open spaces, broken branches, flush cuts, or stubs.

- A. Dig balled and burlapped plants with firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and absorbing root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock." Cracked or mushroomed balls are not acceptable.
- B. Container-grown stock: Grown in a container for sufficient length of time for the root system to have

developed to hold its soil together, firm and whole.

1. No plants shall be loose in the container.
2. Container stock shall not be pot bound.
- C. No pruning wounds shall be present with a diameter of more than 1/2 inch and such wounds must show vigorous callous on all edges. Trees shall not be pruned within six months prior to delivery.

**9-14.7(2) Quality**

*Section 9-14.7(2) is supplemented with the following:*

All plants shall be nursery grown or collected materials that have been held in a nursery for at least one year. Nursery climatic conditions must be similar to those in the locality of the project. All plants shall be weed free at the time of planting.

Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable at no additional cost, and providing that the larger plants will not be cut back to size indicated. Provide plants indicated by two measurements so that only a maximum of 25 percent is of the minimum size indicated and 75 percent are of the maximum size indicated.

Contractor shall submit a list of nurseries supplying all plant species shown in the Contract Documents. Submit representative color, dated photographs of each plant species.

**9-14.7(3) Handling and Shipping**

*Section 9-14.7(3) is supplemented with the following:*

Deliver plants with durable waterproof labels in weather-resistant ink. Provide labels stating the correct botanical and common plant name and variety as applicable and size as specified in the list of required plants. Attach to plants, bundles, and containers of plants. Groups of plants may be labeled by tagging one plant. Labels shall be legible for a minimum of 60 days after delivery to the planting site.

Dig, pack, transport, and handle plants with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment invoice or order to stock. On arrival, the certificate shall be filed with the Owner. Protect all plants from desiccation. Wilt-proof or another antidessicant shall be applied only with approval of the Owner. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to the Owner. Water heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches.

Cover plants transported on open vehicles with a protective covering to prevent windburn.

Provide dry, loose soil for planting. Frozen or muddy soil is not acceptable.

Stock shall be handled by root ball only, not the trunks, stems, or tops.

Plant material shall be inspected and approved by the Consultant and the Project Engineer at the Project site. Provide 48 hours notice prior to delivery to the Project site. Remove unsatisfactory material from the site immediately.

**END OF SECTION 9-14**

**END OF DIVISION 9**