

**CONTRACT NO. KC-547-23  
PUBLIC WORKS CONTRACT**

This Public Works Contract ("Contract") is between Kitsap County, a Washington State political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 ("County") and All Terrain Excavating, a Limited Liability Company, licensed by the State of Washington, having its principal offices at 414 N 7th Street, Tacoma, WA. 98403-2802 ("Contractor").

In consideration of the mutual benefits and covenants contained herein, the County and the Contractor agree as follows:

**SECTION 1. DURATION OF CONTRACT**

The term of this Contract shall commence December 12, 2023. The Contractor must complete all work required under this Contract by February 2, 2024. Start Date provided in a written Notice of Start Date as is referenced in Section 8. Final completion and closeout of this Contract shall occur 30 working days after timely completion, except as provided in Section 6 below.

**SECTION 2. DESCRIPTION OF THE WORK**

- a. The Contractor shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein and do all work necessary to complete Phase 1 Point No Point Flood Repair Project in accordance with the Scope of Work, attached hereto as Attachment "A" and made a part hereof by this reference.
- b. The Contractor shall do all work and furnish and pay for all materials, equipment, and labor in accordance with the attached Project Documents, including, but not limited to, Contract Plans, drawings, specifications, applicable Bonds, WDFW permits and approvals, Resolution 175-2023 and any addenda thereto. A list of documents considered to be Project Documents is attached hereto as Attachment "B", which Project Documents are made part hereof and incorporated by this reference. Further, the Contractor shall perform any alterations in or additions to the work covered by this Contract, and any extra work which may be ordered as provided for in this Contract if requested to do so by the County pursuant to Section 12.
- c. The Contractor, and any persons employed by the Contractor, shall use its best efforts to perform the services rendered under this Contract in a professional manner and in accordance with the usual and customary practice, professional care and standard industry practice required for services of the type described in this Contract.
- d. The Contractor shall complete its work required under this Contract in a timely manner and in accordance with the schedule agreed to by the parties.
- e. From time to time during the progress of the work hereunder, the Contractor shall confer with the County. The Contractor shall prepare and present status reports and

other information that may be pertinent and necessary, or as may be requested by the County.

### **SECTION 3. CONTRACT AMOUNT**

The County hereby agrees to pay the Contractor in the amount of **\$213,956.08 plus applicable taxes**, according to the Contractor's proposal (including accepted alternates), at the time and manner and upon the conditions provided for in this Contract as is referenced in Attachment C made part hereof by this reference.

### **SECTION 4. TIME IS OF THE ESSENCE**

Time is of the essence in the performance of this Contract. The Contractor agrees to work promptly and to fully complete the work within the time frame described in the Contract Documents. Failure to complete within the allowed time limit will subject the Contractor to Liquidated Damages, as described in Section 31, Liquidated Damages.

### **SECTION 5. PREVAILING WAGE**

- a. Pursuant to RCW Chapter 39.12 and WAC 296-127, the Contractor shall pay not less than the prevailing rate of per diem wages to its employees and provide documentation to the County of its compliance with prevailing wage laws and regulations. A copy of such prevailing rates of per diem wages shall be posted by the Contractor at the work site.
- b. For contracts greater than \$2,500, a "Statement of Intent to Pay Prevailing Wages" (hereinafter "Statement of Intent") must be submitted to and approved by the State Department of Labor and Industries prior to beginning work by the Contractor. If the Contract is more than \$10,000, the Statement of Intent shall include the Contractor's registration number, the prevailing wage for each classification of workers, and an estimate of the number of workers in each classification. An 'Affidavit of Wages Paid' must be submitted to and approved by the State Department of Labor and Industries by the Contractor prior to release of the retained percentage. Copies of these documents shall be provided to the County prior to any payment being made to the Contractor. The fee for each of these documents shall be paid by the Contractor.
- c. For contracts \$2,500 or less, the Contractor may submit the Statement of Intent to the County directly without the approval by the Washington State Department of Labor & Industries. Upon final acceptance of the work, the Contractor shall submit an "Affidavit of Wages Paid" to the County. Once it is received, the County may pay the Contractor in full including those funds the County would otherwise retain under RCW Chapter 60.28.

### **SECTION 6. PAYMENT**

- a. At monthly intervals, unless determined otherwise by the County, the Contractor shall submit to the County an invoice or billing statement. Within thirty (30) calendar days of receiving an invoice or billing statement, the County shall pay ninety-five (95) percent of the invoice if such invoice or statement is acceptable to the County. Five

(5) percent of the invoice or statement amount shall be retained in accordance with RCW Chapter 60-28. No invoice or billing statement will be paid until all schedules for the previous month have been met and other documentation required by the Project Documents have been submitted. If the Contractor has signed a letter of acceptance of fifty (50) percent payment in lieu of Performance and Payment Bond, each and every progress payment will be reduced accordingly by fifty (50) percent.

- b. In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and such failure has not been cured within ten (10) working days following notice from the County, then, in its sole discretion and upon written notice to the Contractor, the County may withhold any and all monies due and payable to the Contractor without penalty until such failure to perform is cured or otherwise adjudicated.
- c. Unless otherwise provided for in this Contract or any of the Project Documents, the Contractor will not be paid for any billings or invoices presented for payment prior to the execution of this Contract and the Notice to Proceed or for work performed after the Contract's termination.
- d. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract or the Project Documents.

#### **SECTION 7. PERFORMANCE AND PAYMENT BOND AND RETAINED PERCENTAGE**

- a. Pursuant to RCW Chapter 39.08, the Contractor shall make, execute, and deliver to the County a performance and payment bond for the contract amount of **\$ 213,956.08 plus applicable taxes**. This bond shall also cover any and all approved change orders. The bond must be submitted within ten (10) days after notice of the award, exclusive of the day of notice. If the bidder to whom the contract is awarded fails to enter into the contract and provide the performance bond as required, the amount of the bid deposit will be forfeited to the county and the contract awarded to the next lowest and best bidder.

For contracts of \$25,000 or less (including WSST), at the option of the Contractor, prior to the commencement of work, the Contractor may request in writing that, in lieu of the performance and payment bond, the County retain fifty (50) percent of the contract amount for a period of thirty calendar days after the date of final acceptance, or until receipt of all necessary releases from the Department of Labor and Industries and Department of Revenue and settlement of any liens filed under RCW Chapter 60.28, whichever is later.

- b. In accordance with RCW Chapter 60.28, the County shall release any retained percentage withheld in the manner set forth in Section 5a., if after sixty (60) calendar days of final completion and acceptance of all contract work, no liens or claims are filed against the project, and after receipt of the Department of Revenue's Certificate designating taxes due or to become due are discharged and receipt by the County of an "Affidavit of Wages Paid." For contracts \$2,500 or less, the County may release

the retained percentage prior to the expiration of the sixty-day waiting period if the Contractor has completed all work and provided the County with an "Affidavit Of Wages Paid" as provided in Section 4.c. herein.

- c. Neither the County nor the County's Representative shall have an obligation to pay or ensure the payment of money to any subcontractor except as may otherwise be required by law.

**SECTION 8. NOTICE OF START DATE**

The County shall issue a Notice of Start Date identifying when the work will begin. All necessary required documents, including, Performance and Payment Bond, a copy of insurance policies and/or any and all Certificates of Insurance and Additional Insured Endorsements will be required to be delivered by the Contractor to the County Contract Representative within five (5) days of execution of this Contract.

**SECTION 9. CONTRACT REPRESENTATIVES**

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

County's Contract Representative

Name: Brian Hauschel  
Title: Maintenance and Operations Supervisor  
Address: 614 Division St. MS-1 Port Orchard WA 98366  
Phone: 360-337-5355  
Email: bhausche@kitsap.gov

Contractor's Contract Representative

Name: Robert Lockwood  
Title: Owner/President  
Address: 414 7Th St. Tacoma WA 98403-2802  
Phone: 253-306-2071  
Email: Allterrainexcavating1@gmail.com

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

**SECTION 10. HOLD HARMLESS AND INDEMNIFICATION**

- a. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, demands,

actions, suits at law, 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 Contractor's performance of the work 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 County, its officers, officials, employees or agents; and 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.

- b. In any and all claims against the County, 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.
- c. 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.
- d. The Contractor expressly assumes potential liability for actions brought by the Contractor's own employees against the County; and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was subject of mutual negotiation.

## **SECTION 11. INSURANCE**

- a. Workers' Compensation and Employer's Liability. The Contractor shall maintain workers' compensation insurance as required by Title 51 RCW (Industrial Insurance) and shall provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is over \$50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than \$1,000,000.

- b. Commercial General Liability("CGL"). The Contractor shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and shall be not less than \$2,000,000.

The Contractor will provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the Contractor will be deemed equivalent, provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

- c. Automobile Liability: *(Check one of the following options)*:

- Contractor shall maintain personal automobile insurance on all vehicles used for Contract purposes as required by law.
- Not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage shall include liability for any and all owned, hired, and non-owned vehicles. Coverage may be satisfied with an endorsement to the CGL policy.
- Not less than \$100,000 per occurrence and \$300,000 annual aggregate. If a personal automobile liability policy is used to meet this requirement, it must include a business rider and cover each vehicle to be used in the performance of the Contract. If the Contractor will use non-owned vehicles in performance of the Contract, the coverage shall include owned, hired, and non-owned automobiles.

- d. Other Insurance Provisions:

- (1) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.
- (2) If applicable, the Contractor's Commercial General Liability insurance and Automobile Liability insurance shall include the County, its officers, officials, employees and agents with respect to performance of work under this Contract.
- (3) If applicable, the Contractor's Commercial General Liability insurance and Automobile Liability insurance shall contain no special limitations on the scope of protection afforded to the County as an additional insured.
- (4) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- (5) The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (6) The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All

coverage for subcontractors shall be subject to all of the requirements stated herein.

- (7) The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification.
  - (8) The Contractor shall maintain all required policies in force from the time work commences until work is completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- e. Verification of Coverage and Acceptability of Insurers: The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- (1) The Contractor shall furnish the County with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section within ten (10) calendar days after the effective date of the contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, allowed to expire, on thirty (30) calendar days prior written notice to the County. Any certificate or endorsement limiting or negating the insurer's obligation to notify the County of cancellation or changes shall be altered so as not to negate the intent of this provision.
  - (2) The Contractor shall furnish the County with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the County as an additional insured.
  - (3) Certificates of Insurance shall show the Certificate Holder as Kitsap County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
  - (4) The Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, send written verification to Kitsap County that Contractor is currently paying Workers Compensation.
  - (5) Written notice of cancellation or change shall be mailed to the County at the following address: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, WA 98366.
  - (6) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Kitsap County Risk Manager.

## **SECTION 12. CHANGES IN WORK**

- a. The County may, at any time, without notice to the Contractor's surety, order additions, deletions, revisions, or other changes in the work. The Contractor agrees to fully perform any such changes in the work. The Contractor shall proceed with the work upon receiving a written change order approved by the County, or an oral order from the County before actually receiving the written change order. All such changes in the work shall be incorporated into the Contract documents through the execution of change orders. If any change hereunder causes an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly. Change Orders shall not be used to materially alter the Scope of Work.
- b. If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall within ten (10) days after receipt of a written change order from the County, submit to the County a written statement setting forth the general nature and monetary extent of such claim. The Contractor shall supply such supporting documents and analysis for the claims as the County may require in order to determine if the claims and costs have merit. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.
- c. If the County and the Contractor are unable to reach agreement on the terms of any change to the work, the Contractor shall pursue resolution of the disagreement pursuant to Section 18.

## **SECTION 13. TERMINATION**

- a. The County may terminate this Contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. The County may terminate this Contract upon giving ten (10) calendar days written notice by Certified Mail to the Contractor. In that event, the County shall pay the Contractor for all cost incurred by the Contractor in performing the Contract up to the date of such notice. Payment shall be made in accordance with Sections 5 and 6 of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the County 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 County to the Contractor. After the effective date, no charges incurred under this Contract are allowable.
- c. Termination of this Contract shall not relieve the Contractor of any responsibilities under the Contract for work performed. Nor shall termination of the Contract relieve the Surety or Sureties of obligations under the Performance and Payment Bond or any Retainage Bond for work performed.



- d. If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) calendar days of written notice to do so by the County, the County may terminate this Contract, in which case the County shall pay the Contractor only for the costs of work performed and accepted by the County, in accordance with Sections 5 and 6 of this Contract. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach.

#### **SECTION 14. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

- a. 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.
- b. 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.

#### **SECTION 15. NON-WAIVER OF RIGHTS**

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

#### **SECTION 16. INDEPENDENT CONTRACTOR**

- a. The Contractor shall perform this Contract as an Independent Contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed work in accordance with the specifications set out in this Contract and the Project Documents.
- b. The Contractor acknowledges that payment for work performed under this Contract does not include any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pays, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Kitsap County employees.
- c. 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 County, unless otherwise directed by the terms of this Contract.
- d. The Contractor shall pay for all taxes, fees, licenses, or payments required by Federal, State or local law which are now or may be enacted during the term of this Contract.

- e. The Contractor agrees to immediately remove any of its employees or agents from assignment to perform work under this Contract upon receipt of a written request to do so from the County's contract representative or designee.

#### **SECTION 17. COMPLIANCE WITH LAWS**

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

#### **SECTION 18. NONDISCRIMINATION**

The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

#### **SECTION 19. DISPUTES**

- a. Questions or claims regarding meaning and intent of this Contract or arising from this Contract, shall be referred by the Contractor in writing to the County's Contract representative or designee within ten (10) days of the date in which the Contractor knows or should know of the question or claim.
- b. In the event the Contractor disagrees with any determination or decision of the County's Contract Representative, the Contractor shall, within fifteen (15) days of the date of such determination or decision, appeal the determination or decision in writing to the Director of the department. Such written notice or appeal shall include all documents and other information necessary to substantiate the appeal. The Director will review the appeal and transmit a decision in writing to the Contractor within thirty (30) days from the date of receipt of the appeal. Failure of the Contractor to appeal the decision or determination of the County's Contract Representative within said fifteen (15) day period will constitute a waiver of the Contractor's right to thereafter assert any claim resulting from such determination or decision. Appeal to the Director shall be a condition precedent to litigation hereunder.
- c. Absent agreement to alternative dispute resolution, all claims, counterclaims, disputes and other matters in question between the County and the Contractor that are not resolved between the County's Contract Representative and the Contractor will be decided in the Superior Court of Kitsap County, Washington.
- d. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the County's Contract Representative. Failure to comply with the time deadlines set out in this section as to any claim shall operate as a release of that claim and a presumption of prejudice to the County.

**SECTION 20. 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 Agreement shall be governed by the laws of the State of Section

**SECTION 21. SUCCESSORS AND ASSIGNS**

The County, 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 to this Contract.

**SECTION 22. SEVERABILITY**

- a. 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.
- b. If it should appear that any provision of this Contract is in conflict with any statutory provision of 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.

**SECTION 23. INTEGRATION CLAUSE:**

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between parties.

**SECTION 24. COMPLIANCE WITH LAWS:**

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

**SECTION 25. 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.

**SECTION 26. MODIFICATION**

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

**SECTION 27. RIGHTS and REMEDIES:**

No action or failure to act by the COUNTY shall constitute a waiver of a right or duty afforded the COUNTY under the Contract Documents, nor shall such action or failure to act constitute approval of an acquiescence in a breach therein, except as may be specifically agreed in writing.

**SECTION 28. THIRD-PARTY AGREEMENTS:**

The Contract Documents shall not be construed to create a contractual relationship of any kind between the County and any Subcontractor or any persons other than the COUNTY and the Contractor.

**SECTION 29. RECORDS RETENTION**

The wage, payroll, bid and cost records of the Contractor and its Subcontractors, and all records subject to audit in accordance with the Standard Specifications shall be retained for a period of not less than six (6) years after the date of Final Acceptance of the Contract Documents.

**29. 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 8. 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.

**SECTION 30. INSPECTION**

The County shall have the right (a) 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 (b) 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 County conducts an inspection of the same.

This Contract is executed by the persons signing below who warrant that they have the authority to execute the Contract. The parties to this Contract have executed this Contract to take effect as of the date written below.

**SECTION 31. LIQUIDATED DAMAGES**

Upon written notice by the County, liquidated damages at a rate of \$500.00 per working day or any portion thereof will be assessed against the Contractor for late performance or delay in completion of the work to be performed under this Contract. This provision in no way limits the County's right to seek damages for the Contractor's breach of any other of its obligations under this Contract pursuant to Section 12 of this Contract or to

substantial damages for the Contractor's failure to achieve final completion with the time set forth in Section 1.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year signed below.

Dated this 14 day of December, 2023

Dated this 18 day of December, 2023.

**ALL TERRAIN EXCAVATING LLC**

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

[Signature]  
Signature

[Signature]  
CHARLOTTE GARRIDO, Chair

Robert lockwood  
Print Name

[Signature]  
KATHERINE T. WALTERS, Commissioner

estimator/Principle  
Title

[Signature]  
CHRISTINE ROLFES, Commissioner

[Signature]  
ATTEST:

Dana Daniels, Clerk of the Board



## **ATTACHMENT A**

### **SCOPE OF WORK**

**The following requirements apply to this project:**

- 1. Pursuant to RCW 4.116.040 - Performance Bond for 100% of the project is required.**
- 2. Pursuant to RCW 4.116.035 - 5% retainage bond applies.**
- 3. Pursuant to RCW 39.12 - Prevailing Wage documentation required.**

DIVISION 01—GENERAL REQUIREMENTS

Section 01 11 00—Summary of Work

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK – SCHEDULE 1 BASE BID ITEMS

Schedule 1 Base Bid Items include all work to be completed as part of the Project. The following is a brief and general summary of the work:

- A. The accompanying Drawings and Specifications show and describe the location and type of work to be performed for this project under the following Division Numbers:
  - 1. DIVISION 1—GENERAL REQUIREMENTS
  - 2. DIVISION 35—WATERWAY AND MARINE CONSTRUCTION
- B. Prepare and submit Construction Work Plan, Project Construction Schedule, Environmental Protection Plan, and Health and Safety Plan prior to start of construction work, per Section 01 33 00—Submittal Procedures.
- C. Mobilize and demobilize equipment, labor, and materials necessary to conduct the work at the Work Site.
- D. Site Preparation
  - 1. Perform utility locate at the Work Site.
  - 2. Locate, mark and provide protection, as needed, for water lines and the hydrant located adjacent to the Work Area and Staging Limits as shown on the drawings. Location shown on drawings approximate.
  - 3. Temporarily relocate the sand-filled supersacks along NE Point No Point Road to provide access to the Work Area, as necessary. At construction completion, the sand-filled supersacks should be placed in pre-construction locations. The contractor may be required to temporarily replace the supersacks along NE Point No Point Road during construction if high tides over elevation +11 feet NAVD88 are predicted. If any supersacks currently in use break or tear during construction, the contractor shall replace the damaged supersacks with supersack materials provided by Kitsap County.
  - 4. Install temporary construction fencing at the boundary of the work area limits at the Work Site to separate construction work from recreational activities at the Work Site.
  - 5. Install temporary construction fencing or other measures as needed to protect in place signage, garbage receptacles, trees, fencing, and other permanent structures onsite within the Work Site.



DIVISION 01—GENERAL REQUIREMENTS

Section 01 11 00—Summary of Work

6. Temporarily remove signage from the Work Area as necessary to complete the work. At construction completion, signage should be placed in pre-construction locations.
  7. Do not stockpile beach nourishment or channel fill materials in the paver staging area, which is a stormwater infiltration facility.
  8. Deploy and maintain Temporary Erosion and Sediment Control (TESC) Best Management Practices (BMPs) in accordance with permit requirements.
  9. Set up Contractor's temporary facilities, as needed.
  10. Provide environmental protection as required by the permit and regulatory requirement and as indicated in these Specifications.
  11. Perform other site preparation work as indicated on the Drawings, construction permits, or as indicated in these Specifications or as identified by the Contractor to safely complete the work.
- E. Provide all necessary quality control measures needed to meet the requirements of the Drawings and Specifications.
- F. Procure and place imported channel fill material as shown on the Drawings and to the extents described in the Specifications.
- G. Procure and place imported beach nourishment as shown on the Drawings and to the extents described in the Specifications.
- H. Stockpile and re-place large wood, as shown on the Drawings and to the extents described in the Specifications.
- I. Procure and install sand dune fencing as shown on the Drawings and to the extents described in the Specifications.
- J. Prepare daily progress reports.
- K. Site cleanup includes the following:
1. Replace and restore existing materials at the Work Site and staging area.
  2. Remove TESC's.
  3. Remove Contractor's temporary facilities, if temporary facilities were needed, including temporary construction fencing.

DIVISION 01—GENERAL REQUIREMENTS

Section 01 11 00—Summary of Work

4. Restore Contractor-disturbed or impacted areas to pre-construction conditions.
5. Restore NE Point No Point Road and the brick paver staging area within the Work Site to pre-construction condition.

L. Prepare Record Drawings

1.02 INVOLVED PARTIES

- A. The Point No Point Park North Beach Repair Project (Project) proponent is the County, although some beach nourishment material will be placed on the shoreline of an adjacent private parcel. An easement for the private property is in place to grant site access to the contractor. The Work and staging area is located on property owned by the County.
- B. The Contractor shall appoint and identify a point of contact for the duration of the Project. This point of contact is responsible for all communications between the Contractor, the Port, and their representatives.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

**END OF SECTION**

DIVISION 01—GENERAL REQUIREMENTS

Section 01 14 00—Work Restrictions

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section describes work restrictions associated with the Project.
- B. The provisions and intent of the Contract, including the Procurement and Contracting Requirements and General Requirements, apply to this work as if specified in this Section. Work related to this Section is described throughout the Specifications.
- C. No separate payment shall be made for efforts associated with the work described in this Section. Work required to comply with this Section is considered to be inclusive to all other activities described in the Contract Documents.

1.02 RELATED WORK DESCRIBED ELSEWHERE

- A. Section 01 57 00—Environmental Protection and Temporary Controls
- B. Section 35 31 00—Shoreline Protection

1.03 TIMING AND SEQUENCING OF WORK

- A. Contractor shall complete placement of channel fill materials to grades and extents shown on the Drawings, beach nourishment materials to grades and extents shown on the Drawings, large wood, and re-placement of supersacks along NE Point No Point Road on or before December 26, 2023.
- B. Once Contractor commences work, channel fill material and beach nourishment material placement shall proceed continuously without interruption and as rapidly as possible until completed. Work stoppage times shall not exceed two (2) consecutive days, including weekends and holidays. If an emergency results in work stoppage times exceeding two (2) consecutive days, Contractor shall re-place supersacks along NE Point No Point Road as shown on the Drawings at no additional cost to the Contract.
- C. The Contractor shall complete all work no later than 60 calendar days after the Washington Department of Fish and Wildlife Imminent Danger Hydraulic Project Approval is issued. The Contractor is responsible for verifying and complying with all permit conditions related to this project.

1.04 ACCESS TO WORK SITES

- A. Access to the Work Site is limited to the route shown on the Drawings.
- B. The Contractor shall submit a detailed description of the intended access route and methods at the Work Site as part of the Construction Work Plan.

DIVISION 01—GENERAL REQUIREMENTS

Section 01 14 00—Work Restrictions

The contractor will need to coordinate with the County Parks department to exclude public access to the work area.

The Contractor will need to coordinate with the County Parks department to ensure that the public is excluded from the Work Site during the Park closure. The Contractor shall maintain access to the United States Coast Guard (USCG) property for tenants (United States Light House Society), other occupied rental structures, and private property owners.

The Contractor shall plan work at the Work Site such that the required time of Park closure is minimized. The Contractor shall secure the site with temporary fencing along the extent of Work Area Limits at this Work Site during non-working hours to maintain security.

Work areas and access to the work areas is non-exclusive to the Contractor.

1.05 USE OF PREMISES

- A. Use of Work Site: Limit use of premises to the area within the Work Area Limits indicated on the Drawings. Do not disturb portions of the Work Site beyond areas in which the work is indicated.
1. Work Limits: Confine construction operations to limits as shown on the Drawings.
  2. Occupancy: Allow the County's Engineer, private landowners, the County's tenants, United States Coast Guard (USCG) and tenants, and the County's representative(s) access to the Work Site, but the general public shall be restricted.
  3. Roadways: Keep roadways serving the Work Site clear and available to the County, County's representative and employees, County's Tenants, USCG, the general public, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a) Schedule deliveries to minimize use of roadways.
    - b) Schedule deliveries to minimize space and time requirements or storage of materials and equipment on site.
  4. Move any stored products, under the Contractor's control, that interfere with the operations of the County or access to adjacent properties, at the directive of the County or County's representative.
- B. The following areas within the Work Area Limits are to be protected from any and all negative impacts during construction including materials storage and silt

DIVISION 01—GENERAL REQUIREMENTS  
Section 01 14 00—Work Restrictions

laden runoff. Contractor damage to these areas shall be repaired to existing conditions at no additional cost to the County.

1. Unknown utilities may be present within the Work Site. The Contractor is responsible for locating and protecting in place all utilities on the Work Site that are within limits of work and staging areas, as shown on the Drawings.
  2. All utilities within the Work Area Limits and adjacent to the Work Area Limits.
    - a) Utilities identified on the Drawings are for convenience only. Contractor is responsible for conducting a utility locate (public and/or private) prior to mobilization to identify all utilities within the Work Area Limits.
  3. Trees, signage, garbage receptacles, and other Park features to remain within the Work Area Limits.
  4. Adjacent paver parking areas, parking curbs, fencing, private residences, County structures, lawn, landscape areas, and surfacing outside the Work Area Limits.
  5. Access roads and areas outside of the Work Area Limits.
- C. Existing infrastructure outside the Work Area Limits, shall be protected in place from damage or displacement during all Work activities.

1.06 ON-SITE STAGING AND STOCKPILING

- A. On-Site staging and stockpiling is limited to areas within the Beach Nourishment Work Limits shown on the Drawings. Fill materials shall not be staged within the brick paver parking area, which is a stormwater infiltration area. The Contractor's use of this area shall be limited to purposes directly related to the construction of this Project. Prior to mobilization, the Contractor shall identify in the Temporary Facilities and Controls Plan (included as part of the Construction Work Plan) its proposed staging and stockpiling areas, indicating planned use of the area(s), access, security, signage, restoration, and anticipated duration of use. No staging and stockpiling is permitted until the County provides written approval of the Contractor's Construction Work Plan.
- B. The Contractor may provide its own legal staging and stockpile areas off site at the Contractor's discretion. The Contractor shall provide the County with locations in the Temporary Facilities and Controls Plan for Engineer's approval.
  1. 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

## DIVISION 01—GENERAL REQUIREMENTS

### Section 01 14 00—Work Restrictions

in an acceptable condition and all obligations associated with its use have been met.

- C. The Contractor shall protect staging areas from drainage and stormwater runoff by covering, or otherwise containing, stockpiles of loose materials in accordance with Section 01 57 00—Environmental Protection and Temporary Controls and the Washington State Department of Ecology’s Construction Stormwater General Permit.
- D. Comply with other staging and stockpiling requirements listed in other Sections.

### 1.07 SHORELINE PROTECTION

- A. Placement of all imported beach nourishment, imported channel fill, and salvaged large wood, as shown on the Drawings and described in these Specifications, shall be conducted “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. See Section 01 57 00—Environmental Protection and Temporary Controls and Section 35 31 00—Shoreline Protection.
- B. The Contractor is responsible for knowing when tidal and weather conditions are conducive to completing material placement work in the dry.

### 1.08 RESTORATION

- A. Restore all areas disturbed by the construction process (outside of specific work areas) to original or better conditions (e.g., areas used for staging and stockpiling, damaged brick pavers or pavement, concrete curbing, and similar). As applicable, all ingress or egress points that are damaged must be restored to the original or better conditions.
- B. Brick paver staging area and NE Point No Point Roadway (inside the Park area) must be restored to pre-construction condition by Contractor prior to demobilizing from the site.
- C. Unless otherwise designated, protect all existing Work Site features to remain from potential Contractor damage above and below grade. If unavoidable damage occurs, notify the County immediately and a decision will be rendered as to how the Contractor is to replace or repair the damage at the Contractor’s expense.
- D. Surround protected upland areas with highly visible fencing prior to the start of work.

## DIVISION 01—GENERAL REQUIREMENTS

### Section 01 14 00—Work Restrictions

#### 1.09 EQUIPMENT STANDARDS

- A. All equipment furnished and/or installed under this Contract shall meet safety requirements of all applicable codes.

#### 1.10 PARKING

- A. Parking for personnel on the Work Site is limited to the Equipment Staging Area identified in the contract drawings. Parking may also occur within the Work Limits or at other off-site locations arranged by the Contractor. The Contractor can obtain additional off-site parking, material stockpiling, and storage with the approval of the County. The Contractor shall be responsible for ensuring that no nuisance is created for the County or adjacent properties through use of the streets for parking or workers' access.

#### 1.11 TRUCK AND EQUIPMENT ACCESS

- A. To avoid traffic conflict with residential neighbors, limit the access of trucks and equipment to a route as approved by the County prior to mobilization.
- B. Vehicular traffic is limited to areas within the Project limits except areas designated for access.

#### 1.12 WORK HOURS

- A. Normal construction working hours are between 7:00 a.m. and 7:00 p.m., seven (7) days a week. Night work outside of these hours may be required due to the timing of the tidal conditions at the Work Sites during the work period.
- B. The Contractor shall be limited to times when tides are low enough to allow for work to occur in the dry in areas of work that are submerged during high tide.
- C. Submit the Preliminary Construction Schedule that includes the proposed working hours as part of the Preliminary Construction Schedule to the County with the Construction Work Plan for Engineer review and approval. Do not perform any activities outside of these hours without prior approval of the Engineer. Said approval shall be requested no later than 48 hours prior to proposed night work outside of the normal working hours.

#### 1.13 PERMIT RESTRICTIONS AND REGULATORY REQUIREMENTS

- A. The Contractor shall comply with all conditions in approved permits found in the Specification appendices and subsequently obtained by the County and Contractor. See Section 01 57 00—Environmental Protection and Temporary Controls.

DIVISION 01—GENERAL REQUIREMENTS

Section 01 14 00—Work Restrictions

- B. In-water work shall be limited to the 60 calendar days following the issuance of the Washington Department of Fish and Wildlife (WDFW) Imminent Danger Hydraulic Project Approval (Imminent Danger HPA), as prescribed in the permit documents. Work conducted above the ordinary high-water level (OHWL) elevation is not restricted to the WDFW Imminent Danger HPA period. The Contractor is responsible for verifying and complying with all permit conditions related to this project.

1.14 INADVERTENT DISCOVERIES OF NATIVE AMERICAN HUMAN REMAINS, FUNERARY OBJECTS

- A. Inadvertent discovery means the unanticipated encounter or detection of human remains, funerary objects, sacred objects, or objects of cultural patrimony found under or on the ground surface.
- B. The Contractor shall have the Inadvertent Discovery Plan on-site at all times during ground disturbing activities and review it with field staff prior to starting construction.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

**END OF SECTION**



DIVISION 01—GENERAL REQUIREMENTS  
Section 01 20 00—Price and Payment Procedures

PART 1 – GENERAL

- A. The term “Standard Specifications” as used herein means the most recent version of the “M 41-10 Standard Specifications for Road, Bridge and Municipal Construction,” as published by the Washington State Department of Transportation. Except as may be otherwise provided in the Contract Documents, the Standard Specifications are expressly incorporated into the Contract Documents and shall govern all aspects of the Project.
- B. The “bid price” for each and every item, as set forth in the Bid Schedule, shall include the furnishing of all labor, tools, materials, machinery, appliances, and equipment appurtenant to and necessary for the construction and completion of all work as herein specified in strict accordance with these Specifications and the accompanying construction Drawings. The “bid price” shall also include all other incidentals not specifically mentioned above that may be required to fully construct each and every item completely in place, in accordance with the true intent and meaning of the Specifications and accompanying Drawings.
- C. Listed herein below are descriptions of items as listed in the Bid Schedule and the manner in which payment shall be awarded for each item.
- D. Bid Schedule items include all work to be completed within the Work Area Limits.

1.02 PAYMENT PROCEDURES

- A. Monthly pay estimates shall be addressed to Alex Wisniewski (Parks Director) at Kitsap County Parks, 614 Division Street MS - 1, Port Orchard, WA 98366; or submitted electronically using Adobe PDF file format. PDF files can be e-mailed to [awisniewski@kitsap.gov](mailto:awisniewski@kitsap.gov).

1.03 PAYMENT PRICING

- A. Pricing for the various lump sum or unit prices in the Bid Form, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the work in accordance with the requirements of the Contract Documents.
- B. Pricing also includes all costs of compliance with the regulations of all public agencies having jurisdiction, including, but not limited to, safety and health requirements of the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor, and the U.S. Longshore and Harbor Workers’ Compensation Act.

DIVISION 01—GENERAL REQUIREMENTS  
Section 01 20 00—Price and Payment Procedures

- C. No separate payment shall be made for any item that is not specifically set forth in the Bid Form, and all costs therefore shall be included in the prices named in the Bid Form for the various appurtenant items of work. All other work not specifically mentioned in the measurement and payment sections identified below shall be considered incidental to the work performed and merged into the various unit and lump sum prices bid. Payment for work under one item shall not be paid for under any other item.
- D. The Kitsap County (County) reserves the right to make changes should unforeseen conditions necessitate such changes. Where work is on a unit price basis, the actual quantities occasioned by such changes shall govern the compensation.
- E. Prevailing Wages:

The rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of CHAPTER 39.12 R.C.W., as amended, and the rules and regulations of the Department of Labor and Industries.

The Contractor will be held responsible for paying the prevailing wage. It is imperative that the Contractor familiarize themselves with the current wage rates before submitting on these specifications.

All work performed under a public works contract must be classified into one or more of the many labor classifications for which prevailing wage rates have been established so that the appropriate wage can be applied. The Contractor will need to file, and have approved, their Statement of Intent to Pay Prevailing Wages ("Statement of Intent") before any subcontractors can file their Statement of Intent for the same project.

Kitsap County cannot make any payment(s) to any contractor or subcontractor who has not submitted a Statement of Intent form which includes all classifications of persons performing work on the Project and which has been approved by the Industrial Statistician. If Kitsap County subsequently finds that an approved Statement of Intent omits classifications of persons that are performing work on the Project, Kitsap County may withhold progress payments until such time as contractor (or subcontractor) files, and has approved, a revised Statement of Intent which includes the previously omitted classifications. Kitsap County will not release final payment until all contractors and all subcontractors have submitted Affidavit of Wages Paid forms that have been certified by the Industrial Statistician.

Each contractor performing work on the project shall keep accurate Certified Payroll records for three (3) years from the date of acceptance of the public works project in complete compliance with WAC 296-127-320. It is the responsibility of

DIVISION 01—GENERAL REQUIREMENTS  
Section 01 20 00—Price and Payment Procedures

the Contractor to collect and maintain Certified Payroll records from Sub-Contractors and provide upon request.

1.04 MEASUREMENT AND PAYMENT

A. Measurement for Base Bid Item payments shall be at the Lump Sum or Unit Price as stipulated in the Bid Form for the items listed below. Payment shall be considered full compensation for furnishing all labor, materials, and equipment to complete the beach restoration work as specified.

1. Bid Item No. 1.01 – Mobilization and Demobilization

a) Measurement for “Mobilization and Demobilization” shall be made on a lump sum basis.

b) Payment for “Mobilization and Demobilization shall be for 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; for preparation of pre-construction, construction and post-construction submittals; and for removing and re-installing permanent signage within the work area extents. This item also includes the removal of equipment, remaining materials and construction related debris from the Work Site and to clean and restore all work areas, storage and staging and stockpiling areas(s), roadway and parking areas, and private property damaged during construction to their pre-construction condition or better.

c) Execute the Mobilization and Demobilization work as required by the Contract Documents.

2. Bid Item No. 1.02 – Surveying and Record Drawings

a) Measurement for “Surveying and Record Drawings” shall be made on a lump sum basis.

b) Payment for “Surveying and Record Drawings” shall include a pre-construction survey, which is required to document existing topographic conditions within the Beach Nourishment Work Area. Contractor should use this topographic survey information to verify quantity of fill materials prior to importing any fill materials onsite. Contractor will not be reimbursed for placement of materials beyond post-event conditions or elevations shown in the Drawings, regardless of contract quantities.

DIVISION 01—GENERAL REQUIREMENTS  
Section 01 20 00—Price and Payment Procedures

- c) Payment for “Surveying and Record Drawings” shall include progress survey verification data with coordinates and elevations for the finished surface elevations for each material placed.
  - d) Payment for “Surveying and Record Drawings” shall include development and submission of record drawings.
3. Bid Item No. 1.03 – Site Preparation
- a) Measurement for “Site Preparation” shall be made on a lump sum basis.
  - b) The lump sum price offered in the schedule for “Site Preparation” shall include all materials, labor, and equipment needed to complete the following work:
    - 1) Contractor field location of On-Site Staging and Stockpile Area boundaries (as shown on the Drawings), existing utilities, and Work Site features in adjacent upland areas.
    - 2) Setup, operation, maintenance, and deconstruction of On-Site Staging and Stockpile Areas throughout the duration of the Project.
    - 3) Locate and protect in place utilities at all Work Sites, including underground utilities, hydrants, overhead utilities, signage, garbage receptacles, and all other County structures to remain in place during construction. Install additional protection measures as needed.
    - 4) Install TESC measures, including silt fencing, wattles, and other TESC measures outlined in Section 01 57 00—Environmental Protection and Temporary Controls.
    - 5) Establishment of Contractor field office and other facilities necessary for work on the Project, including provision for installation of temporary utilities.
    - 6) Installation, maintenance, and removal of temporary exclusion fencing with signage to isolate staging areas and active work areas from public access.
    - 7) Development of various work plans to be submitted for approval by the County (and other agencies, as requested by the County) as outlined in Section 01 33 00—Submittal Procedures.

DIVISION 01—GENERAL REQUIREMENTS  
Section 01 20 00—Price and Payment Procedures

- c) Payment for “Site Preparation” shall be 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.
4. Bid Item No. 1.04 – Furnish and Place Beach Nourishment Material
- a) Measurement for “Furnish and Place Beach Nourishment Material” shall be made on a per ton basis for furnished beach nourishment placed as part of the shoreline restoration work as verified using survey information obtained by the Contractor. Tonnage shall be measured using certified weight tickets obtained from the approved material supplier.
- b) The unit price offered in the schedule for “Furnish and Place Beach Nourishment Material” shall include all materials, labor, and equipment needed to complete the following work:
- 1) Furnish, haul, stockpile (if necessary), and place import beach nourishment material along shoreline areas as shown on the Drawings and described in these Specifications.
- c) Payment for “Furnish and Place Beach Nourishment Material” shall be made at the contract unit price as stated in the bid and shall be full compensation for furnishing all labor, equipment, and incidentals required to complete the work of the Contract Documents. Payment shall not be made to the Contractor until survey information is received and verified by County representative.
- d) Washington State Department of Transportation Standard Specifications 1-04.6 Variation in Estimated Quantities is excluded from this bid item.
5. Bid Item No. 1.05 – Furnish and Place Channel Fill Material
- Measurement for “Furnish and Place Channel Fill Material” shall be made on a per ton basis for furnished beach gravel placed as part of the shoreline restoration work as verified using survey information obtained by the Contractor. Tonnage shall be measured using certified weight tickets obtained from the approved material supplier.
- a) The unit price offered in the schedule for “Furnish and Place Channel Fill Material” shall include all materials, labor, and equipment needed to complete the following work:

DIVISION 01—GENERAL REQUIREMENTS  
Section 01 20 00—Price and Payment Procedures

- 1) Furnish, haul, stockpile (if necessary), and place beach gravel materials along shoreline areas as shown on the Drawings and described in these Specifications.
  - b) Payment for “Furnish and Place Channel Fill Material” shall be made at the contract unit price as stated in the bid and shall be full compensation for furnishing all labor, equipment, and incidentals required to complete the work of the Contract Documents. Payment shall not be made to the Contractor until survey information is received and verified by County representative.
  - c) Washington State Department of Transportation Standard Specifications 1-04.6 Variation in Estimated Quantities is excluded from this bid item.
6. Bid Item No. 1.06 – Stockpile and Place Large Wood
- a) Measurement for “Stockpile and Place Large Wood” shall be lump sum to stockpile and re-place as part of the work.
  - b) The lump sum price offered in the schedule for “Stockpile and Place Large Wood” shall include all materials, labor, and equipment needed to complete the following work:
    - 1) Haul, stockpile, and re-place large wood to the extents, dimensions, and grades as shown on the Drawings and described in these Specifications.
  - c) Payment for “Stockpile and Place Large Wood” shall be made at the contract lump sum price as stated in the bid and shall be full compensation for furnishing all labor, equipment, and incidentals required to complete the work of the Contract Documents.
7. Bid Item No. 1.07 – Furnish and Install Dune Fencing
- a) Measurement for “Furnish and Install Dune Fencing” shall be per linear foot installed as part of the work, as verified using survey information obtained by the Contractor.
  - b) The unit price offered in the schedule for “Furnish and Install Dune Fencing” shall include all materials, labor, and equipment needed to complete the following work:
    - 1) Furnish, haul, stockpile, and install dune fencing to the extents and dimensions shown on the Drawings and described in these Specifications.

DIVISION 01—GENERAL REQUIREMENTS  
Section 01 20 00—Price and Payment Procedures

- c) Payment for “Furnish and Install Dune Fencing” shall be made at the contract unit price as stated in the bid and shall be full compensation for furnishing all labor, equipment, and incidentals required to complete the work of the Contract Documents. Payment shall not be made to the Contractor until survey information is received and verified by County representative.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

**END OF SECTION**

## DIVISION 01—GENERAL REQUIREMENTS

### Section 01 33 00—Submittal Procedures

#### PART 1 – GENERAL

##### 1.01 DESCRIPTION OF WORK

- A. The work described in this Section includes the format and procedures required for Project submittals.
- B. The Contractor shall be required to provide submittals to the Kitsap County (County) in advance of, and throughout, the duration of the work.
- C. This Section specifies general requirements and procedures for the Contractor's submissions of all required submittals following award of the Contract (including the Construction Work Plan, other plans, product samples, and product testing data) to the County for review. Additional specific requirements for submissions are specified in the individual Sections.

##### 1.02 RELATED SECTIONS

- A. Section 01 14 00—Work Restrictions
- B. Section 01 35 29—Health, Safety, and Emergency Response Procedures
- C. Section 01 50 00—Temporary Facilities and Controls
- D. Section 01 57 00—Environmental Protection and Temporary Controls
- E. Section 35 31 00—Shoreline Protection

##### 1.03 SUBMITTALS LIST

- A. Individual submittals are required in accordance with the pertinent Sections of these Specifications. Other submittals may be required during the course of the Project and are considered part of the normal work to be completed under the Contract.
- B. This summary list is presented for the Contractor's convenience only, but no warranty is given to its accuracy or completeness. In the event of any discrepancies with the requirements of the individual Sections, those individual Sections apply.



**DIVISION 01—GENERAL REQUIREMENTS**

**Section 01 33 00—Submittal Procedures**

**SUMMARY LIST OF SUBMITTALS  
Pre-Construction Submittals**

| Section                                      | Clause                       | Submittal   | Submittal Schedule  |
|--|------------------------------|---|---|
| 01 14 00<br>01 50 00<br>35 31 00<br>35 31 00 | 1.02<br>1.03<br>1.06<br>1.07 | Construction Work Plan                              | Within fourteen (14) calendar days after Notice of Award and prior to mobilization to the project site.                       |
| 01 14 00<br>01 50 00                         | 1.04<br>1.03                 | Temporary Facilities and Controls Plan              | As part of the Construction Work Plan   |
| 01 14 00                                     | 1.11                         | Preliminary Construction Schedule                   | Within fourteen (14) calendar days after Notice of Award. Minimum forty-eight (48) hours prior to the proposed start of work. |
| 01 57 00                                     | 1.05                         | Environmental Protection Plan                       | Within fourteen (14) calendar days after Notice of Award and prior to mobilization to the project site.                       |
| 01 57 00                                     | 1.05                         | Temporary Erosion and Sediment Control Plan         | As part of the Environmental Protection Plan  |
| 01 57 00                                     | 1.05                         | Spill Prevention, Control, and Countermeasures Plan | As part of the Environmental Protection Plan  |
| 01 57 00                                     | 1.05                         | Stormwater Pollution Prevention Plan                | As part of the Environmental Protection Plan  |
| 01 57 00                                     | 1.05                         | Hazardous Waste Contingency Plan                    | As part of the Environmental Protection Plan  |
| 01 57 00                                     | 1.05                         | On-Site Staging and Stockpile Area(s) Plan          | As part of the Environmental Protection Plan  |
| 01 57 00                                     | 1.05                         | Marine Water Quality Criteria Compliance Plan       | As part of the Environmental Protection Plan  |
| 01 35 29                                     | 1.02                         | Health and Safety Plan                              | Within fourteen (14) calendar days after Notice of Award and prior to mobilization to the project site.                       |

**DIVISION 01—GENERAL REQUIREMENTS**  
**Section 01 33 00—Submittal Procedures**

**Progress Submittals**

| Section              | Clause       | Submittal   | Submittal Schedule   |
|----------------------|--------------|---|--|
| 35 31 00             | 1.07         | Daily Construction Report   | Before noon of the morning following completion of work for the previous day                             |
| 01 57 00<br>35 31 00 | 1.05<br>1.09 | Material Specifications, Test Results, and Samples  | Within fourteen (14) calendar days after Notice of Award and prior to material delivery to project site. |
| 35 31 00             | 1.06         | Pre-Construction Survey   | Within one (1) day prior to beginning work.  |
| 35 31 00             | 1.07         | *.CSV or *.SHP or *.DXG points file of stake elevations or excavated/placed material elevations for verification of work by Owner's Representative. | Provide daily with Progress Report.  |

**Post-Construction Submittals**

| Section  | Clause | Submittal       | Submittal Schedule  |
|----------|--------|-----------------|---|
| 35 31 00 | 1.06   | Record Drawings | Within seven (7) calendar days following physical completion of the work. |

**1.04 ADMINISTRATIVE**

- A. Submit to the County all submittals required for review as described in these Specifications. Submit promptly and in an orderly sequence so as to not cause a delay in work. Failure to submit in ample time is not considered sufficient reason for extension of Contract duration and no claim for extension by reason of such default will be allowed.
- B. Allow necessary time for the following:
  - 1. Review of product and sample data
  - 2. Review of re-submissions as necessary
  - 3. Ordering of accepted materials and/or products
- C. The Contractor shall allow a minimum of five (5) calendar days for County review of each submittal and an additional three (3) calendar days for County review of re-submittals. Unless stated otherwise in the Specifications, the Contractor shall be allowed five (5) calendar days for revising initial submittals and providing re-submittals to the County. The Contract time shall not be extended on the basis that the Contractor experienced delays due to rejection of submittals.

## DIVISION 01—GENERAL REQUIREMENTS

### Section 01 33 00—Submittal Procedures

- D. Do not proceed with work affected by a submittal until County review and approval, if appropriate, is complete.
- E. Review submittals prior to submission to the County. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with requirements of work and Contract Documents. Submittals with content that does not meet the requirements of the Specifications, not signed, dated, and identified as to specific project, will be returned without being examined and considered rejected. County review time starts only when a complete submittal is received.
- F. Notify the County, in writing at time of submission, identifying deviations from requirements of Contract Documents and stating reasons for deviations.
- G. Verify that field measurements and affected adjacent work are coordinated.
- H. The Contractor's responsibility for errors and omissions in its submissions is not relieved or diminished by the County's review and acceptance of the Contractor's submissions. The Contractor's responsibility for deviations in submission from the requirements of the Contract Documents is not relieved by the County's review and acceptance of submittals.
- I. The Contractor shall revise all submittals that are determined by the County to be inadequate or non-compliant with the Contract Documents or permit conditions.
- J. Re-submittals are the responsibility of the Contractor and shall not be subject to additional costs to the County. Submittals shall be completed to the satisfaction of the County.
- K. Keep one reviewed, and approved, if appropriate, copy of each submission at the Work Site.

### PART 2 – PRODUCTS

Not used.

### PART 3 – EXECUTION

#### 3.01 TRANSMITTALS

- A. Submittals typically provided on paper may be submitted electronically as PDFs. This is the preferred method for the County.
- B. Preparation: A separate submittal form shall be prepared for each product or procedure and shall be further identified by referencing the Section and paragraph number, and each submittal shall be numbered consecutively. All submittals shall

DIVISION 01—GENERAL REQUIREMENTS  
Section 01 33 00—Submittal Procedures

be dated, signed, and certified by the Contractor as being correct and in conformance with the Contract Documents.

**END OF SECTION**

DIVISION 01—GENERAL REQUIREMENTS

Section 01 35 29—Health, Safety, and Emergency Response Procedures

PART 1— GENERAL

1.01 DESCRIPTION OF WORK

- A. The Contractor takes control of the Work Site and is responsible for health and safety for its workers, subcontractors, Kitsap County (County) employees, County representatives including consultants and inspectors, and the public within each Work Site.
- B. The work includes the requirements for health and safety provisions necessary for all work at the Work Site for this Project. The work also includes compliance with all laws, regulations, and ordinances with respect to safety, noise, dust, fire and police action, civil disobedience, security, emergency response, or traffic.
- C. It is the Contractor's responsibility to ensure that all workers are qualified, competent and certified to perform the work.
- D. No separate payment shall be made for the effort associated with work described in this Section. Work required to comply with this Section is considered to be inclusive of all other activities described in the Contract Documents.

1.02 RELATED SECTIONS

- A. Section 01 33 00—Submittal Procedures

1.03 SUBMITTALS

- A. The Contractor shall submit a site-specific Health and Safety Plan (HASP) that meets all the requirements of local, state, and federal laws, rules, and regulations and the pertinent regulations listed in the Contract Documents. The HASP shall be submitted within fourteen (14) calendar days after Notice of Award. The HASP shall address all requirements for general health and safety and shall include, but not be limited to, the following:
  - 1. Identify personnel and alternates responsible for site safety and health.
    - a) Provide name and qualifications of the Contractor's proposed Site Safety and Health Officer. The County has the right to reject the Contractor's proposed Site Safety and Health Officer and require the Contractor to provide an alternate at no additional cost to the County.
    - b) Provide an organizational chart identifying the Contractor's Health and Safety lines of reporting internal to the Contractor's team and externally, including the County's and other regulatory agencies as appropriate.

DIVISION 01—GENERAL REQUIREMENTS

Section 01 35 29—Health, Safety, and Emergency Response Procedures

2. Description of work to be performed and anticipated chemical and/or physical hazards associated with the work.
  - a) Map of the sites illustrating the location of the anticipated hazards and areas of control for those hazards.
3. Hazardous material inventory and Safety Data Sheets (SDS) for all chemicals that shall be brought to the Work Site.
4. Engineering and administrative control measures to be implemented at the site for managing identified risks and hazards.
5. Signage appropriate to warn Work Site personnel and visitors of anticipated Work Site hazards.
6. Personal protective equipment (PPE) and clothing including head, foot, skin, eye, and respiratory protection and personal flotation device (PFD) as applicable.
7. Procedures that shall be used, if appropriate, for:
  - a) Lock-out/Tag-out
  - b) Fall Protection
  - c) Trenching and shoring
  - d) Hot Work
  - e) Explosive conditions due to methane
  - f) Oxygen-deficient conditions
  - g) Asbestos and lead hazards
  - h) Odorous conditions and toxic gases
8. Contractor provided monitoring to be used to evaluate actual hazards compared with anticipated conditions.
9. Access procedures for floating equipment, if used.
10. Site housekeeping procedures and personal hygiene practices.
11. Medical surveillance program for site personnel before, during, and after completion of site work, if required.
12. Record keeping including:

DIVISION 01—GENERAL REQUIREMENTS

Section 01 35 29—Health, Safety, and Emergency Response Procedures

- a) Documentation of appropriate employee training
- b) Copies of incident and accident reports
- c) Signatory page for site personnel to acknowledge receipt, understanding, and agreement to comply with the HASP

B. Emergency Procedures

- 1. In a separate section within the HASP, list standard operating procedures and measures to be taken in emergency situations. Include an evacuation plan and emergency contacts (i.e., names/telephone numbers) of:
  - a) Designated personnel from own company
  - b) Local emergency resources
  - c) Engineer and other County staff and representatives, as required
- 2. Provide written rescue/evacuation procedures as required for, but not limited to:
  - a) Work in confined spaces or where there is a risk of entrapment
  - b) Work on, over, under, and adjacent to water

C. Submission of the HASP, and any revised version, to the County is for information and reference purposes only. It shall not:

- 1. Be construed to imply approval by the Engineer nor the County
- 2. Be interpreted as a warranty of being complete, accurate, and legislatively compliant
- 3. Relieve the Contractor of his legal obligations for the provision of health and safety on the Project

1.04 SITE SAFETY AND HEALTH OFFICER

- A. The Contractor shall provide a person designated as the Site Safety and Health Officer, who is thoroughly trained in construction safety, marine construction safety, rescue procedures, and the use of all necessary safety equipment.
- B. The Site Safety and Health Officer shall be on site during execution of work. If the Contractor's work hours and schedule necessitate the use of additional personnel to support the Site Safety and Health Officer, identify those personnel in the HASP.

DIVISION 01—GENERAL REQUIREMENTS

Section 01 35 29—Health, Safety, and Emergency Response Procedures

- C. The Site Safety and Health Officer is responsible for implementing, daily enforcement, and monitoring the Contractor's compliance with the site-specific Project HASP.
- D. The Site Safety and Health Officer shall be empowered with the delegated authority to order any person or worker on the Project Work Site to follow the safety rules. Failure to observe these rules is sufficient cause for removal of the person or worker(s) from this Project.

1.05 POTENTIAL PHYSICAL AND OTHER HAZARDS

- A. The work of the Contractor is described elsewhere in these Specifications. Precautions to prevent all anticipated physical and other hazards, including heavy equipment, shall be addressed in the HASP.
- B. Specific aspects of construction resulting in physical hazards anticipated for this Project include, but are not limited to, the following:
  - 1. If anticipated by the Contractor, work near water, presenting hazards of hypothermia from exposure to the elements, and drowning.
  - 2. Operation of upland equipment, including winches, dozers and loaders, and related equipment, presenting hazards of entrapment, pinching/crushing, ensnarement, and being struck by moving parts.
  - 3. Work on areas adjacent to water.
  - 4. Working in and around: private property and public access areas.
  - 5. Potential night work hours and work during inclement weather conditions to complete tidal-influenced work areas that may result in limited visibility, wet/slippery surfaces, and other similar hazards.
- C. Other anticipated physical hazards include, but are not limited to, the following:
  - 1. Heat stress, such as that potentially caused by impermeable clothing (may reduce the cooling ability of the body due to evaporation reduction).
  - 2. Cold stress, such as that potentially caused during times when temperatures are low, winds are high, and especially when precipitation occurs during these conditions.
  - 3. Biological hazards, such as insect stings or bites.
  - 4. Trips and falls.
  - 5. Welding and metal cutting, if anticipated by the Contractor.



DIVISION 01—GENERAL REQUIREMENTS

Section 01 35 29—Health, Safety, and Emergency Response Procedures

D. Unforeseen Hazards

1. Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of the work, immediately stop work and advise the County verbally and in writing.

PART 2 – PRODUCTS

2.01 PRODUCTS SPECIFIED FOR HEALTH AND SAFETY

- A. Provide the equipment and supplies necessary to support the work as described in the site-specific HASP. Equipment and supplies may include, but are not limited to, the following, as required:

1. Chemicals to be used on site including dust suppressants/wetting agents, cleaning, degreasing, and/or welding or cutting supplies
2. Hazardous materials inventory and SDS for the chemicals brought on site
3. Fencing and barriers
4. Warning signs and labels
5. Fire extinguishers
6. Equipment to support lock-out/tag-out procedures
7. Fall protection equipment
8. Necessary activity-specific PPE (e.g., hard hats; foot gear; skin, eye, and respiratory protection; PFDs; and others as needed)
9. Area and personnel exposure monitoring equipment, if needed
10. Removal equipment and supplies
11. First aid equipment
12. Release prevention equipment
13. Field documentation logs and supplies

PART 3 – EXECUTION

3.01 WORK AREA PREPARATION

- A. The Contractor shall comply with health and safety rules, regulations, and ordinances promulgated by the local, state, and federal government, the various

DIVISION 01—GENERAL REQUIREMENTS

Section 01 35 29—Health, Safety, and Emergency Response Procedures

construction permits, and other sections of the Contract Documents. Such compliance shall include, but not be specifically limited to: any and all protective devices, equipment, and clothing; guards; restraints; locks; latches; switches; and other safety provisions that may be required or necessitated by state and federal safety regulations. The Contractor shall determine the specific requirements for safety provisions and shall allow inspections and reports to be conducted by the appropriate safety authorities to ensure compliance with the intent of the regulations.

- B. The Contractor shall inform employees and subcontractors and their employees of the potential danger in working with any equipment, supplies, and materials at the Project Work Site.
- C. The Contractor shall perform whatever work is necessary for safety and be solely and completely responsible for conditions of the Work Site, including safety of all persons (including employees of the County, and Contractor) and property during the Contract period. This requirement applies continuously and is not limited to normal working hours.
- D. Provide safety fence/barricades and lights around the Work Site and the Contractor's Staging and Stockpile Area(s) as required to provide a safe working environment for workers and protection for pedestrian and vehicular traffic.
- E. Ensure that non-authorized persons are not allowed to circulate in designated construction areas of the Work Site and the Contractor's Staging and Stockpile Area(s).
- F. Secure site(s) during off-work hours as deemed necessary to protect site against entry.
- G. Provide and maintain competent signal flag operators, traffic signals, barricades and flares, lights, or lanterns as required to perform work and protect tenant or business users.
- H. Provide secure, rigid guard-rails and barricades around work areas that pose a threat of falling, as needed.
- I. Maintain access to property, including overhead clearances, for use by emergency response vehicles.

3.02 SAFETY MEETINGS

- A. Ensure that all Contractor personnel attend a daily health and safety "tailgate" meeting, which at a minimum shall include:
  - 1. Sign-in of all attendees

DIVISION 01—GENERAL REQUIREMENTS

Section 01 35 29—Health, Safety, and Emergency Response Procedures

2. Planned work activities and environmental considerations for that shift
3. Hazards associated with these work activities, including environmental hazards (e.g., potential for hypothermia, heat exhaustion, or heat stroke)
4. Appropriate job-specific safe work procedures
5. Required personal protective equipment (PPE)
6. Appropriate emergency procedures

3.03 UTILITY CLEARANCE

- A. The Contractor is solely responsible for utility clearance.
- B. The Contractor shall not rely upon Drawings or other information provided with utility locations.

3.04 CORRECTION OF NON-COMPLIANCE

- A. Immediately address health and safety non-compliance issues identified by the County.
- B. Provide the County with a written report of action taken to correct non-compliance with health and safety issues identified.
- C. The County may issue a “stop work order” if non-compliance of health and safety regulations is not corrected immediately or within posted time. The Contractor/subcontractors shall be responsible for any costs arising from such a “stop work order.”

3.05 NOTIFICATION

- A. Accidents causing death, injuries, or damage must be reported immediately to the County in person or by telephone or messenger. In addition, promptly report, in writing, to the County all accidents arising out of, or in connection with, the performance of the work whether on, or adjacent to, the Work Site, giving full details and statements of witnesses.
- B. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts to the County in writing within 24 hours after occurrence, giving full details of the claim.

**END OF SECTION**

DIVISION 01—GENERAL REQUIREMENTS  
Section 01 50 00—Temporary Facilities and Controls

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section presents requirements for establishment of temporary facilities as part of the work, including but not limited to Contractor access to the Work Site, Contractor parking, Contractor offices (if applicable), locations for materials pickup and delivery, and storage that will be made available during completion of construction activities.
- B. Locations for temporary facilities, staging areas, stockpiling areas, storage, utility connections, and where temporary facilities will be made available to the Contractor at the Work Site during completion of the work are shown on the Drawings.
- C. The work includes compliance with all controls or ordinances with respect to safety, noise, dust, security, and traffic.
- D. Install, maintain, and operate all temporary facilities and controls as long as needed for the safe and proper completion of the work.
- E. Details regarding environmental protection measures associated with temporary facilities are presented in Section 01 57 00—Environmental Protection and Temporary Controls.
- F. Work under this Section is paid under the following bid item, as shown on the Bid Form and described in Section 01 20 00—Price and Payment Procedures:
  - 1. Bid Item 1.03 – Site Preparation

1.02 RELATED SECTIONS

- A. Section 01 33 00 – Submittal Procedures.
- B. Section 01 57 00 – Environmental Protection and Temporary Controls
- C. Section 35 31 00 – Shoreline Protection

1.03 SUBMITTALS

- A. Submit a Temporary Facilities and Controls Plan, as part of the Construction Work Plan that provides the Work Site layouts in accordance with requirements of these Specifications.
- B. The Temporary Facilities and Controls Plan shall include, as a minimum:

## DIVISION 01—GENERAL REQUIREMENTS

### Section 01 50 00—Temporary Facilities and Controls

1. Layout of all proposed temporary facilities, including but not limited to, on-site Contractor office (if applicable), employee parking, materials delivery area(s), and equipment/material lay-down and storage areas.
2. Provide drawings to illustrate the layout and dimensions of all temporary facilities, including fencing, entry, and exit locations.
3. Methods for temporary facilities maintenance and security.
4. Methods for traffic and pedestrian control, including where and what calendar days and/or hours it will be needed (approximately three personal vehicles will be accessing the United State Coast Guard (USCG) property daily; additional traffic may result from other rental structures on the USCG property, if occupied during construction).
5. Requirements referenced in other Specification Sections.

#### 1.04 ACCESS AND DELIVERY

##### A. Marine Park Work Site

1. The designated entry and exit of Contractor's vehicles to the Work Sites are shown on the Drawings.
2. Location of the staging and stockpiling areas within the Work Area Limits shall not interfere with current site operations that will be ongoing during completion of the work.
3. Provide and maintain access roads and construction runways as may be required for access to the work. All roadways and walkways outside of the Contractor's Work Site must be kept clear of materials and equipment at all times.
4. Provide and maintain competent flag operators, traffic signals, barricades and flares, lights, or lanterns as may be required to perform work and to protect other users at the Work Site.

#### 1.05 REMOVAL OF TEMPORARY FACILITIES

- A. Remove temporary facilities from the Work Site and offsite stockpile area when advised by Kitsap County (County).
- B. Clean and repair damage caused by installation or use of temporary work.

#### 1.06 CLEANUP

- A. Conduct all Project cleanup activities in accordance with these Specifications.

DIVISION 01—GENERAL REQUIREMENTS  
Section 01 50 00—Temporary Facilities and Controls

- B. Remove construction debris, waste materials, and packaging material from the Work Site daily.
- C. Clean dirt or mud tracked onto paved or surfaced roadways and brick paver parking areas.

PART 2 – PRODUCTS

2.01 TEMPORARY SIGNAGE

- A. Bulletin Board
  - 1. Immediately upon beginning work, provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the County.
  - 2. Locate the bulletin board at the Work Site in a conspicuous place easily accessible to all employees, as approved by the County.
- B. Project and Safety Signs
  - 1. Erect signs within fourteen (14) calendar days after receipt of the Notice of Award.
  - 2. Maintain signs and notices in good condition for duration of the work and dispose of off-site upon completion of the project or when advised by the County.

2.02 TEMPORARY TRAFFIC CONTROL

- A. Haul Roads
  - 1. Provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic.
  - 2. Location, grade, width, and alignment of construction and hauling roads are subject to approval by the County.
- B. Barricades
  - 1. Erect and maintain temporary barricades to prevent public access to hazardous areas.
  - 2. Whenever safe public access to paved areas such as roads, parking areas, or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic, barricades shall be required.

## DIVISION 01—GENERAL REQUIREMENTS

### Section 01 50 00—Temporary Facilities and Controls

3. Securely place barricades clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

#### C. Fencing

1. Provide fencing in portions of the Work Site at all work areas to maintain site security, to control access by unauthorized people, and to protect active work areas with potential fall hazards.
2. Fencing must be installed to be able to restrain a force of at least 250 pounds against it.
3. Temporary fencing during construction should enclose the Work Sites when work is occurring and secure the Work Sites when work is not being performed.
4. Remove the temporary fencing upon completion and acceptance of the work.

#### 2.03 USE AND OCCUPANCY

- A. The Contractor will be allowed space for the storage of materials, equipment, and employee parking, as shown on the Drawings.
  1. Refer to Specification 01 14 00, Part 1.10 (Parking) for guidance on employee parking.
- B. Make arrangements with private property owners as desired to secure additional space for material storage, employee parking, etc.
  1. All space must be within local land use and permitting requirements at the Contractor's expense.
  2. Provide the County with a copy of the release from the private property owner that all obligations of the property use arrangement have been met before final payment to the Contractor is issued.
- C. The Work Site shall be closed to the public at all times with the use of fencing. Abide by any special requests of security personnel and local police and fire departments.

## PART 3 – EXECUTION

### 3.01 UTILITIES AND FACILITIES

- A. Provide adequate utilities and facilities for the Contractor's operation at the Contractor's expense, including the following:

DIVISION 01—GENERAL REQUIREMENTS  
Section 01 50 00—Temporary Facilities and Controls

1. Haul Roads
  - a) Provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic.
  - b) The method of dust control must be adequate to ensure safe operation at all times.
  - c) Lighting must be adequate to ensure full and clear visibility for full width of haul road and work areas during any night work operations.
  - d) Contractor shall give right-of-way to trucks entering and exiting the Marine Park Shoreline Restoration site.
2. Water
  - a) Fresh drinking water for employees shall be provided by the Contractor in sanitary containers.
3. Construction Electricity
  - a) Make all arrangements for the furnishing of electric power for construction purposes. The power meter shall be registered in the name of the Contractor.
4. Communications
  - a) Install and maintain the appropriate equipment to allow for the efficient communication via voice and the Internet with the County and with outside parties at all times during the term of this Contract. Remove at completion of the work. All accounts shall be registered in the name of the Contractor.
5. Contractor Field Office
  - a) Install and maintain necessary field office space during the work, if needed, within the staging areas shown on the Drawings. Remove the Contractor field office at completion of the work.

**END OF SECTION**



DIVISION 01—GENERAL REQUIREMENTS

Section 01 57 00—Environmental Protection and Temporary Controls

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. The work includes the requirements for temporary controls (including erosion and sediment controls, environmental controls, and stormwater pollution controls) for all work at the Project Work Site. The work also includes compliance with all laws, regulations, and ordinances with respect to security, emergency response, or traffic.
- B. This Section describes additional temporary controls and Best Management Practices (BMPs) that shall be conducted as part of the shoreline restoration at that Work Site.
- C. It is the Contractor's responsibility to ensure that all workers are qualified, competent, and certified to perform the work.
- D. Work under this Section is paid under the following bid items, as shown on the Bid Form and described in Section 01 20 00—Price and Payment Procedures, unless otherwise noted:
  - 1. Bid Item 1.03 – Site Preparation

1.02 RELATED SECTIONS

- A. Section 01 33 00 – Submittal Procedures.
- B. Section 35 31 00 – Shoreline Protection.

1.03 REFERENCES

- A. The following is a general list of federal, state, and local environmental statutes, ordinances, and regulations that deal with the prevention of environmental pollution and the preservation of public natural resources that affect or may affect this Project. This list is not to be considered as all-inclusive, nor shall the absence of a law, ordinance, or regulation from this list be construed to relieve the Contractor from complying with such law, ordinance, or regulation, to the extent it is applicable to the Contractor and this Project:
  - 1. Federal Statutes, Regulations, and Guidelines:
    - a) Clean Air Act
    - b) Clean Water Act
    - c) Rivers and Harbors Act of 1899

DIVISION 01—GENERAL REQUIREMENTS

Section 01 57 00—Environmental Protection and Temporary Controls

- d) Coast Guard Regulations on Oil Spills
- e) Environmental Protection Agency Regulations for Hazardous Waste Management

1.04 ENVIRONMENTAL PROTECTION AGENCY REGULATIONS ON THE DISCHARGE OF OIL

1. State Statutes, Regulations, and Guidelines:
  - a) Washington State Department of Ecology (Ecology), *Stormwater Management Manual for Western Washington* current edition
  - b) Washington State Department of Transportation 2012 Standard Specification M41-10, Division 8-01 Erosion Control and Water Pollution Control
  - c) Clean Air Act
  - d) Water Pollution Control Act
  - e) Washington Solid Waste Management Law
  - f) Washington Hazardous Waste Disposal Law
  - g) State Noise Control Act
  - h) Department of Ecology Regulations Relating to Minimum Functional Standards for Solid Waste Handling
  - i) Department of Ecology Regulations for Waste Discharge Permits
  - j) Department of Ecology Regulations for Dangerous Waste
  - k) Department of Ecology Regulations Relating to Noise
  - l) Washington Administrative Code (WAC) 173-201A-210 Marine water designated uses and criteria
2. Local Ordinances and Regulations
  - a) Kitsap County Code, Chapter 10.28.070

1.05 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00—Submittal Procedures.

DIVISION 01—GENERAL REQUIREMENTS

Section 01 57 00—Environmental Protection and Temporary Controls

- B. Submit within fourteen (14) calendar days after Notice of Award an Environmental Protection Plan (EPP) that presents the procedures by which the Contractor shall establish and maintain quality control for environmental protection during all construction activities.
1. The EPP shall comply with all applicable federal, state, and local statutes, ordinances, and regulations; and all Project permit and approval conditions.
  2. The Kitsap County (County) must review and approve the EPP before the Notice to Proceed is given to the Contractor.
  3. The Contractor shall address all comments from the County's review(s) and resubmit a revised EPP for review. No additional compensation to the Contractor will be made for revising the EPP.
- C. Submit an EPP that includes, at the minimum, the following items:
1. Organization chart and names of persons responsible for EPP compliance:
    - a) A list of key personnel, including phone numbers (home and office), qualified to act as the emergency coordinator
  2. Site Layout: Prior to mobilization to the Work Site, and as part of the EPP; submit site layout drawings for the Work Site and 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:
    - a) Means of ingress, egress, and temporary traffic control facilities
    - b) Contractor parking areas
    - c) Equipment and material staging areas
    - d) On-site equipment refueling and/or maintenance areas
    - e) Stockpile areas
  3. Temporary Erosion and Sediment Control (TESC) Plan that addresses the requirements of this Specification:
    - a) Describe and ensure implementation of practices that shall be used to minimize disturbance to soils during placement of beach nourishment and channel fill material at the Work Site.

DIVISION 01—GENERAL REQUIREMENTS

Section 01 57 00—Environmental Protection and Temporary Controls

- b) Describe and ensure implementation of practices that shall be used for erosion control and to reduce the pollutants in the stormwater discharge associated with the stockpiling and management of on-site-generated materials, and in importing, stockpiling, and placing channel and beach nourishment fill materials on site.
  - c) Describe the methods to control surface drainage from stockpiles, staging areas, and other work areas.
4. Spill Prevention, Control, and Countermeasures (SPCC) Plan that addresses the requirements of this Specification:
- a) Name of the individual who shall be responsible for implementing and supervising spill containment and cleanup.
  - b) Identify potentially hazardous substances to be used on the job site. Identify intended actions to prevent introduction of such materials into air, water, or ground; and identify provisions for complying with federal, state, and local laws, ordinances, and regulations for storage and handling of these materials.
  - c) Methods to protect groundwater from contamination, and methods to protect monitoring wells, as applicable.
  - d) On-site upland and, if anticipated by Contractor, in-water fueling procedures.
  - e) Oil spill prevention and response procedures, including Contractor's notification procedures, to be used in the event of a spill of regulated substance.
5. Stormwater Pollution Prevention Plan (SWPPP) that addresses the requirements of this Specification:
- a) Identify potential sources of pollution that may reasonably be expected to affect the quality of stormwater discharge from the Work Site.
  - b) Methods to manage stormwater at the Work Site and On-Site Staging and Stockpile Area(s) to comply with all applicable laws, regulations, and permit requirements.
  - c) Methods to direct surface waters that have not contacted potentially polluting materials to existing surface drainage systems.
6. Hazardous Waste Contingency Plan

DIVISION 01—GENERAL REQUIREMENTS

Section 01 57 00—Environmental Protection and Temporary Controls

- a) Hazardous waste is not anticipated to be present at the Work Site; however:
  - b) Identify the procedures that the Contractor shall implement if Contractor encounters suspected hazardous waste during construction.
7. On-Site Staging and Stockpile Area(s) Plan
- a) Section 35 31 00—Shoreline Protection requires the Contractor to describe in its Construction Work Plan the Contractor's operations to be implemented at its On-Site Staging and Stockpile Areas.
8. Marine Water Quality Criteria Compliance Plan
- a) For work completed by water-based means by the Contractor, describe:
    - 1) BMPs, means, methods, and procedures used to prevent marine water quality criteria exceedances as described in WAC 173-201A-210.
    - 2) Describe Contractor's contingency actions that shall be taken to restore compliance with marine water quality criteria should water quality exceedances occur during any in-water activities.
    - 3) Delays caused by complying with marine water quality criteria shall not be cause for additional compensation to the Contractor.
9. The Contractor shall submit for approval, in accordance with Section 01 33 00, Submittal Procedures, the certifications and/or data sheets for all materials for review prior to procurement.

1.06 ENVIRONMENTAL RESPONSIBILITY

- A. The Contractor shall demonstrate in the performance of the work that it is environmentally responsible by complying with environmental laws, ordinances and regulations; following all County instructions and policies, practices, and procedures established by the County with respect to the environment that are communicated by the County to the Contractor from time to time; being observant for, and immediately notifying the County of, any environmental problems that develop at the Work Site or Contractor Facilities; and taking all reasonable and necessary measures in the performance of the work to avoid causing negative impacts to the environment. Where negative impacts occur, the Contractor must immediately advise the County and shall be solely liable to undertake all

DIVISION 01—GENERAL REQUIREMENTS

Section 01 57 00—Environmental Protection and Temporary Controls

reasonable and necessary measures to minimize the effect of such negative impacts.

- B. Maintain key pollution control systems in working condition throughout the Project and undertake all works such that there are no unauthorized discharges of liquids or solids to the marine environment, or of gas to the atmosphere.
- C. Maintain a neat work area free of unnecessary debris, tools, equipment, or materials; dispose of sewage, refuse, and chemical wastes in compliance with the applicable regulations and permit requirements for this work; and remove all tools, equipment, supplies, and wastes from the Work Site upon completion of the work.
- D. Maintain all equipment and machinery in good working order and free of leaks or excess oil, grease, and debris. Ensure that appropriately equipped spill kits are available on all equipment at the Work Site and Contractor Facilities, and that workers and supervisory staff are knowledgeable with the provisions of the EPP and are adequately trained to implement the measures contained therein.

1.07 FIRES

- A. Fires and burning of rubbish at the Work Site are not permitted.

1.08 WASTEWATER MANAGEMENT AND DISPOSAL

- A. No on-site wastewater management facilities are available for use by the Contractor at the Work Site.
- B. Discharges: Comply with applicable discharge limitations and requirements; do not discharge wastewater to site sewer systems that do not conform to, or are in violation of, such limitations or requirements.
- C. Do not discharge wastewater from personnel hygiene/decontamination facility or toilet facilities on site.

1.09 DISPOSAL OF NON-SLOPE DEBRIS WASTES

- A. Do not bury rubbish and waste materials on the Work Site.
- B. Do not dispose of waste or volatile materials, such as mineral spirits, oil, or paint thinner into waterways, storm sewers, or sanitary sewers.
- C. Do not discharge wastes into streams or waterways.
- D. The Contractor is responsible for storing, separating, handling, transporting, and disposing of all waste materials in accordance with applicable regulations and requirements, and at appropriate Disposal Facilities or transfer stations.

## DIVISION 01—GENERAL REQUIREMENTS

### Section 01 57 00—Environmental Protection and Temporary Controls

- E. Disposal or recycling of other waste generated during the Project shall be done in compliance with applicable regulations and information on the facilities used shall be submitted to the County for review.

#### 1.10 NOTIFICATION

- A. The County will notify the Contractor, in writing, of observed noncompliance with federal, state, or local environmental statutes, ordinances or regulations, permits, and other elements of the Contractor's EPP. Notwithstanding this notification process, the Contractor shall be responsible for conducting all construction activities in a manner compliant with these regulations.
- B. The Contractor shall inform the County of the proposed corrective action after receipt of such notice and take such action for approval by the County.
- C. The County may issue a stop work order until satisfactory corrective action has been taken.
- D. No time extensions shall be granted, or equitable adjustments allowed to the Contractor for such suspensions.

#### 1.11 REGULATORY COMPLIANCE

- A. The County has or will obtain the following permits and approvals:
  - 1. U.S. Army Corps of Engineers Nationwide Permit 3
  - 2. Endangered Species Act Compliance
  - 3. Washington Department of Fish and Wildlife Imminent Danger Hydraulic Project Approval
  - 4. Kitsap County Shoreline Exemption
  - 5. State Environmental Protection Act Exemption
  - 6. Washington Department of Ecology Construction Stormwater General Permit
  - 7. Permits and approvals will be provided by the County. The Contractor shall adhere to and conform to all requirements in these permits, approvals, and agreements. Any adjustments made by the Contractor to comply with these requirements shall not be considered cause for additional compensation.
- B. Any apparent conflicts between these Specifications and Drawings and issued permits shall be brought to the attention of the County. Nothing within the

DIVISION 01—GENERAL REQUIREMENTS

Section 01 57 00—Environmental Protection and Temporary Controls

Contract Documents shall be construed as authorized to violate the requirements of any permit or regulatory authorization.

- C. In the event that conflicts are identified between the issued permits and the Specifications or Drawings, the Contractor shall assume the most stringent requirements shall govern the work.
- D. The Contractor shall make all arrangements and pay all costs associated so that the work is compliant with all applicable permit and regulatory requirements. Except for work described herein as bid items, all other work shall be incidental to other bid items.
- E. The Contractor shall obtain and submit any and all permits required for the work, above and beyond those already secured by the County.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Silt fence used during asphalt removal shall comply with Washington State Department of Transportation (WSDOT) Standard Specification Section 8-01.3(9).
- B. Wattle used during construction shall comply with Washington State Department of Transportation (WSDOT) Standard Specification Section 8-01.3(10).
- C. Slopes and stockpiles protections shall comply with WSDOT Standard Specification Section 8-01.3(3).
- D. Stabilized construction entrance used during construction shall comply with Washington State Department of Transportation (WSDOT) Standard Specification Section 8-01.3(7).

PART 3 – EXECUTION

3.01 GENERAL

- A. Maintain a copy of the EPP at the Work Site.
- B. In the event of conflict between these requirements and environmental and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply as determined by the County.
- C. The Contractor shall be solely responsible for any damages and fines incurred because of Contractor, subcontractor, or supplier actions in implementing the requirements of this Section.



## DIVISION 01—GENERAL REQUIREMENTS

### Section 01 57 00—Environmental Protection and Temporary Controls

- D. The Contractor shall be solely responsible for schedule impacts incurred because of the Contractor, subcontractor, or supplier actions in implementing the requirements of this Section.
- E. Supervision
  - 1. During the work, the Contractor shall supervise all activities, including those of subcontractors, to ensure compliance with the intent and details of the EPP. The Contractor shall conduct weekly environmental compliance meetings for itself and its subcontractors to ensure that all personnel working at the site are familiar with the environmental protection provisions. All equipment and materials for environmental protection shall be inspected every week to assure that they are in proper order, being applied correctly, and have not deteriorated.
- F. Daily Inspection
  - 1. Conduct daily inspection of the Contractor's environmental protection measures to ensure that all are working properly and adequately maintained during the duration of construction.

### 3.02 SITE MAINTENANCE

- A. The Contractor shall keep the Work Site, On-Site Staging and Stockpile Area(s), and Contractor's temporary facilities clean and free from rubbish and debris. Materials and equipment shall be removed from the Work Site when they are no longer necessary. Upon completion of the work, and before final acceptance, the Work Site shall be cleared of equipment, unused materials, and rubbish to present a clean and neat appearance in conformance with the present condition of the Work Site.
- B. Cleanup:
  - 1. Maintain work in tidy condition, free from accumulation of waste products and debris.
  - 2. Dispose of waste materials and debris off site in accordance with these Specifications.
  - 3. Waste material of any kind shall not be permitted to remain on the site of the work or on adjacent streets. Immediately upon such materials becoming unfit for use in the work, they shall be collected, carried off the site, and properly disposed of by the Contractor.
  - 4. Paints, solvents, petroleum products, hazardous substances, and other construction materials shall be handled with care to prevent entry of contaminants into storm drains, surface waters, or soils. Excess materials

## DIVISION 01—GENERAL REQUIREMENTS

### Section 01 57 00—Environmental Protection and Temporary Controls

shall be disposed of offsite in accordance with applicable local, state, and federal regulations.

5. In the event that waste material, refuse, debris, and/or rubbish are not removed from the work by the Contractor, the County reserves the right to have the waste material, refuse, debris and/or rubbish removed, and the expense of the removal and disposal charged to the Contractor.

#### C. Street Cleaning:

1. Prevent dirt, materials, and dust from escaping from trucks entering or departing the Work Site, by covering all loads, scrubbing and/or washing truck tires and undercarriages before leaving the Work Site and other reasonable methods. Take all measures necessary to prevent the tracking of mud and other debris from the Work Site to the surrounding streets.
2. When working dump trucks and/or other equipment are on paved streets and roadways, clean said streets and roadways at the conclusion of each day's operations at a minimum and as required by the County to prevent tracking of soil or other transported materials on paved roads at no additional cost to the County. Properly dispose of all collected material. This shall be the case whether the vehicles or equipment is owned and/or operated by the Contractor or its subcontractors or not.
3. In the event that the above requirements are violated, and no action is taken by the Contractor after notification of non-compliance by the County, the County reserves the right to have the streets and roadways in question cleaned by others and the expense of the operation charged to the Contractor.
4. At the close of construction, the Contractor shall sweep brick paver staging area and NE Point No Point Road directly adjacent to the work site area. Additional roadways or parking areas may require sweeping at the close of construction.

### 3.03 AIR POLLUTION AND ODOR CONTROL

- A. Do not discharge smoke, dust, odor, and/or other contaminants into the atmosphere that violate the regulations of any legally constituted authority. Internal combustion engines shall not be allowed to idle for prolonged periods of time. Maintain construction vehicles and equipment in good repair. Exhaust emissions that are determined to be excessive by the County shall be repaired or replaced.

## DIVISION 01—GENERAL REQUIREMENTS

### Section 01 57 00—Environmental Protection and Temporary Controls

- B. Minimize dust nuisance by cleaning, sweeping, vacuum sweeping, sprinkling with water, or other means. The use of water, in amounts that result in mud on public streets, is not acceptable as a substitute for sweeping or other methods. Equipment for this operation shall be on the job site or available at all times.
1. Execute work by methods to minimize raising dust from construction operations.
  2. Apply water as required for dust control, and when advised by County. Dust control methods shall be chosen such that a minimal amount of water is required.
  3. Apply water with distributors equipped with spray system to ensure uniform application and with means of shut off.
  4. Runoff from water used for dust control shall not enter the storm drains.

#### 3.04 NOISE AND LIGHTING CONTROL

- A. Construction involving noisy operations, including starting and warming up of equipment, shall be in compliance with local noise ordinances. Noisy operations shall be scheduled to minimize their duration and frequency. Contractor shall endeavor to limit construction and industrial noises to between the hours of 7:00 a.m. and 10:00 p.m.
- B. Comply with all local controls and noise level rules, regulations, and ordinances that apply to any work performed pursuant to the Contract.
- C. Each internal combustion engine used for any purpose on the job or related to the job shall be enclosed and be equipped with a muffler and spark arrester of a type recommended by the manufacturer. No internal combustion engine shall be operated on the Project without said muffler and enclosure. Ensure that noise control devices on construction equipment are properly maintained. All construction equipment shall be operated with exhaust systems in good repair to minimize noise.
- D. The Contractor shall implement use of lighting shrouds for work to be completed during night-time hours to minimize lighting disruptions to local residents.

#### 3.05 SPILL PREVENTION AND CONTROL

- A. The Contractor shall be responsible for prevention, containment, and cleanup of spilling of oil, fuel, and other petroleum products used in the Contractor's operations including refueling. The Contractor shall implement appropriate BMPs for refueling operations. All such prevention, containment, and cleanup costs shall be borne by the Contractor.

DIVISION 01—GENERAL REQUIREMENTS

Section 01 57 00—Environmental Protection and Temporary Controls

- B. The Contractor is advised that discharge of oil or fuel from equipment or facilities into state waters or onto adjacent land is not permitted under state water quality regulations.
- C. The Contractor shall, at a minimum, take the following measures regarding oil and fuel spill prevention, containment, and cleanup:
1. Fuel hoses, lubrication equipment, hydraulically operated equipment, oil drums, and other equipment and facilities shall be inspected regularly for drips, leaks, or signs of damage, and shall be maintained and stored properly to prevent spills. Proper security shall be maintained to discourage vandalism.
  2. All land-based oil and products storage tanks shall be diked or located so as to prevent spills from escaping to the water. Diking and sub-soils shall be lined with impervious material to prevent oil from seeping through the ground and dikes.
  3. All visible oils on land shall be immediately contained using dikes, straw bales, or other appropriate means and removed using sand, ground clay, sawdust, or other absorbent material, which shall be properly disposed of by the Contractor. Waste materials shall be temporarily stored in drums or other leak-proof containers after cleanup and during transport to disposal. Waste materials shall be disposed of off-property at an approved and permitted disposal facility.
  4. In the event of any oil, fuel, or product discharges into public waters, or onto land with a potential for entry into public waters, the Contractor shall immediately notify the County, and other required reporting agencies at their listed 24-hour response numbers, including but not limited to:
    - a) National Response Center: (800) 424-8802
    - b) Washington Emergency Management Division: (800) 258-5990 or (800) OILS-911
    - c) Washington State Department of Ecology, Northwest Regional Office: (425) 649-7000
    - d) U.S. Coast Guard: (206) 217-6002
  5. Maintain on the Work Site the following equipment and materials in sufficient quantities to address potential spills from Contractor's floating (if anticipated by Contractor) and land-based equipment:
    - a) Oil-absorbent booms

DIVISION 01—GENERAL REQUIREMENTS

Section 01 57 00—Environmental Protection and Temporary Controls

- b) Oil-absorbent pads or bulk material
  - c) Oil-skimming system
  - d) Straw bales
  - e) Oil dry-all, gloves, and plastic bags
  - f) Contractor employee PPE for emergency spill response
  - g) Concentrated odor neutralizer
- D. Perform construction activities by methods that shall prevent entrance or accidental spillage of solid matter, contaminants, debris, or other pollutants or wastes into saltwater bodies, streams, flowing or dry watercourses, lakes, wetlands, reservoirs, or underground water sources. Such pollutants and wastes include, but are not restricted to: refuse, garbage, cement, sanitary waste, industrial waste, hazardous materials, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution.

3.06 TEMPORARY EROSION AND SEDIMENT CONTROL

- A. The Contractor is responsible for developing and implementing the SWPPP including TESC BMPs. The Contractor shall address the following issues as part of developing and implementing the TESC BMPs:
- 1. The TESC notes and details shown in the Drawings and the information in this Section of the Specifications are minimum requirements for the anticipated site conditions during the construction period. During the construction period the Contractor shall, at no additional cost to the County, upgrade the TESC facilities as needed for unexpected storm events and modify these facilities for changing site conditions.
  - 2. Inspect the TESC facilities daily and maintain these facilities to ensure continued proper functioning during the construction period. Written records of these inspections shall be submitted to the County as part of the Contractor's Daily Construction Report.
  - 3. Any areas of exposed soils which will not be disturbed for two (2) calendar days during the wet season (October 1 through April 30) or seven (7) calendar days during the dry season (May 1 through September 30), shall immediately be stabilized by the Contractor with the approved TESC measure (e.g., plastic covering, etc.).
  - 4. Any areas needing TESC measures not requiring immediate attention shall be addressed by the Contractor at the County's discretion.

## DIVISION 01—GENERAL REQUIREMENTS

### Section 01 57 00—Environmental Protection and Temporary Controls

5. Erosion control measures, including silt fences, filter fabric, plastic sheeting, sedimentation ponds, placement of straw bales along the peripheries of construction site, temporary detention ponds, and terraced slopes shall be employed as appropriate and shall be in place prior to any clearing or grading activity.

B. If monitoring or inspection shows that the erosion controls are ineffective, mobilize work crews immediately to make repairs, install replacements, or install additional controls as necessary.

#### 3.07 STORMWATER MANAGEMENT CONTROLS

##### A. Drainage and Surface Water Management

1. Conform to the regulations and requirements of legally authorized surface water management agencies.
2. Implement structural practices to divert flows from exposed embankments or otherwise limit runoff and the discharge of pollutants from exposed areas of the Work Site.
3. Before construction begins, establish appropriate perimeter barriers to prevent excess surface water flows from causing erosion. Work areas shall be kept free of surface water run-on from adjacent upland areas and as free from immersion as possible. Unless otherwise specified, all temporary facilities, equipment, and structures for care and diversion of water shall be removed upon completion of the work, except the permanent drainage features of the Project.
4. To avoid solids or turbid runoff from entering Waters of the State, cover, secure, and/or berm exposed areas and stockpiles and employ other methods as necessary such as straw bale around storm drains or around excavated areas; use of cut and cover construction method; or use of sedimentation basins.
5. Prevent construction site runoff from directly entering any nearby wetlands, conveyance ditches, or the waterway; use straw bales or other filtration method suitable to the County.

#### 3.08 ON-SITE STAGING AND STOCKPILE AREA(S) CONTROLS

A. Comply with requirements specified in Section 35 31 00—Shoreline Protection.

#### 3.09 FUEL STORAGE TANKS MANAGEMENT

A. Storage tank placement: Place fuel or other petroleum product (hereinafter referred to collectively as fuel) storage tanks or containers at least 20 feet from

**DIVISION 01—GENERAL REQUIREMENTS**

**Section 01 57 00—Environmental Protection and Temporary Controls**

saltwater bodies, streams, flowing or dry watercourses, wetlands, reservoirs, and any other water source in a discharge area.

- B. Storage area dikes: Construct storage area dikes at least 12 inches high or graded and sloped to permit safe containment of leaks and spills equal to the capacity located in each area plus a sufficient amount of freeboard to contain the 25-year rainstorm.
- C. Diked area barriers: Provide diked areas with an impermeable barrier at least 50 mils thick. Provide areas used for refueling operations with an impermeable liner at least 50 mils thick buried under 2 to 4 inches of soil.
- D. Underground tank prohibitions: Do not use underground storage tanks.

**END OF SECTION**

DIVISION 35—WATERWAY AND MARINE CONSTRUCTION  
Section 35 31 00—Shoreline Protection

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. The work described in this Section includes furnishing all labor, materials, tools, equipment, and incidentals required for the following: importing and placing beach nourishment material; importing and placing channel fill material; stockpiling and placing large wood; furnishing and installing dune fencing; and contractor surveying, for the purposes of verifying required material quantities, achieving required grades, verifying work completed, and proof for payment, as described in the Drawings.
- B. Work under this Section is paid under the following bid items, as shown on the Bid Form, and described in Section 01 20 00—Price and Payment Procedures, unless otherwise noted:
1. Bid Item 1.02 – Surveying and Record Drawings
  2. Bid Item 1.04 – Furnish and Place Beach Nourishment Material
  3. Bid Item 1.05 – Furnish and Place Channel Fill Material
  4. Bid Item 1.06 – Stockpile and Place Large Wood
  5. Bid Item 1.07 – Furnish and Install Dune Fencing

1.02 RELATED SECTIONS

- A. Section 01 14 00 – Work Restrictions.
- B. Section 01 33 00 – Submittal Procedures.
- C. Section 01 50 00 – Temporary Facilities and Controls.

1.03 CONSTRUCTION PERIOD FOR WORK BELOW ORDINARY HIGH WATER LINE (OHWL)

- A. All work shall be completed “in the dry” (see Article 1.05 of Section 01 14 00—Work Restrictions).

Work below the Ordinary High Water Line elevation (OHWL Elevation; +10.4 feet NAVD88), as shown on the Drawings, must be completed “in the dry” no more than 60 calendar days after issuance of the Washington Department of Fish and Wildlife Imminent Danger Hydraulic Project Approval (expected date of issuance is November 17<sup>th</sup>, 2023), due to permitting requirements for emergency repairs.

See Article 1.03 of Section 01 14 00 – Work Restrictions for requirements for other timing and sequencing of work requirements.



DIVISION 35—WATERWAY AND MARINE CONSTRUCTION  
Section 35 31 00—Shoreline Protection

1.04 SITE CONDITIONS

A. Tides

1. Tides at the Work Sites are mixed semidiurnal, meaning that there are two unequal highs and lows each day.
2. Tides have a mean range of 6.8 feet, and a diurnal range of 10.4 feet.
3. High tides may influence the timing of material placement and grading operations at the site.
4. Low tides between November and December generally occur at night; generally, between 8:00 p.m. and 2:00 a.m.
5. The Contractor is responsible for verifying expected tidal elevations and durations during the construction period.

B. Weather Conditions and Waves

1. Heavy winds more than 50 knots can occur in the Point No Point area during the fall and winter months.
2. Heavy winds can produce storm waves that could impact the site during the construction time period.
3. Onshore winds and storm waves may increase local water levels above anticipated tidal (still water) elevations.
4. The Contractor shall monitor combined wave and tidal conditions at the site to ensure that excavation occurs in the dry as required in Section 01 57 00—Environmental Protection and Temporary Controls.
5. 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.
6. 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.

1.05 EXISTING UTILITIES

A. The County is aware of the following utilities located within or adjacent to the Beach Nourishment Work Area limits, as shown on the Drawings:

1. Potable water service

DIVISION 35—WATERWAY AND MARINE CONSTRUCTION  
Section 35 31 00—Shoreline Protection

2. Overhead power and communication service lines

- B. The Contractor shall conduct its own due diligence, including required public and/or private pre-excavation utility locates, to determine whether any utilities (underground, at ground level, or overhead) could affect the work. If any utilities are encountered during construction activities, the Contractor shall immediately terminate work and notify the County. The Contractor shall repair, to the pre-construction condition at its own expense, any damage caused by construction operations to buried or above-ground utilities, whether they have been previously identified or not.

1.06 ACCESS, STAGING, AND STOCKPILING AREAS

- A. Work associated with access, staging, and stockpiling as outlined in these Specifications is included in the lump sum Bid Item No. 1.03 "Site Preparation."
- B. Access and upland staging and stockpiling areas for the Work Site are confined to areas within the Work Area Limits and Equipment Staging Area Limits shown on the Drawings.
- C. The Contractor shall maintain clean, controlled, secure, and safe conditions within the access and staging areas.
- D. The Contractor shall be responsible for moving materials and existing objects within the access and staging areas to allow for access of equipment to the Work Site and appropriate area for stockpiling of imported materials.
- E. The County will be responsible for posting park closure signage at the Park entrance prior to start of work.
- F. The Contractor shall fence off and secure their staging, stockpiling, and work areas to prevent the public from entering the work area for the duration of the work. However, the Contractor shall maintain access to the United States Coast Guard (USCG) property for tenants (United States Light House Society) and other occupied rental structures. The Contractor shall inspect the integrity of the fencing on a daily basis and make any necessary repairs.
- G. The Contractor shall protect all existing facilities within the work and staging areas from damage due to its operations and shall repair such damage to the satisfaction of the County, at the Contractor's expense.
- H. The Contractor shall clean up and repair the access and staging areas, as necessary, to return it to its pre-construction condition to the satisfaction of the County.

DIVISION 35—WATERWAY AND MARINE CONSTRUCTION  
Section 35 31 00—Shoreline Protection

1.07 CONTROL OF WORK

- A. The Contractor shall submit in the Construction Work Plan their means, methods, and procedures for ensuring required placed material thickness and placed material elevations and grades (within allowable tolerances) are met as shown on the Drawings and outlined in Section 01 33 00—Submittal Procedures. Once approved, the adequacy of this method shall be subject to evaluation in the field by the County's Representative. If at any time during the course of the work the approved method for verification proves inadequate or unreliable in the opinion of the County's Representative, the County's Representative may designate or require the Contractor to develop an alternative method for verification. The cost of the alternative method shall be borne by the Contractor and no additional costs associated with thickness verification shall be paid by the County.
- B. The Contractor is responsible for control of work at the Work Site, including establishing and maintaining survey control, staying within Beach Nourishment Work Area Limits shown on the Drawings, and meeting tolerances for placement of channel fill and beach nourishment materials throughout the Beach Nourishment Work Area Limits.
- C. The Contractor is responsible for coordinating with the County's Representative to provide information to the County's Representative adequate to evaluate the quality of the work completed as required by these Specifications.
- D. Existing conditions are known to have changed since the topographic survey was completed in January and February 2023. The Contractor is responsible for completing a pre-construction survey, which is required to document the current existing topographic conditions within the Beach Nourishment Work Area. The Contractor should use this topographic survey information to verify the required quantity of fill materials prior to importing or placing any fill materials onsite. The Contractor must provide the pre-construction topographic survey to the County and County's Representative at least 24 hours prior to importing and/or placing any fill material in the Beach Nourishment Work Area. Contractor will not be reimbursed for placement of materials beyond post-event conditions or elevations shown in the Drawings, regardless of contract quantities.
- E. Progress survey verification data with coordinates and elevations for finished surface elevations for each material placed (Channel Fill Material and Beach Nourishment Material), in similar transects outlined below (Part 3.05), must be provided to the County and County's Representative at no additional cost. Data should be provided in one of the following file formats: \*.csv, \*.shp or \*.dxf.
- F. The finished surface elevation of these Beach Nourishment materials shall not deviate from the layer thicknesses shown on the Drawings by more than the tolerances listed below unless allowed by the County's Representative.

**DIVISION 35—WATERWAY AND MARINE CONSTRUCTION**  
**Section 35 31 00—Shoreline Protection**

- G. Contractor surveying shall be paid under Bid Items 1.02, as shown on the Bid Form and described in Section 01 20 00—Price and Payment Procedures.
- H. Placement of materials on slopes shall be completed within the Beach Nourishment Work Area Limits shown on the Drawings.
- I. Material placed waterward of Beach Nourishment Work Area Limits shown on the Drawings shall be removed at the Contractor’s expense.
- J. Where placed over channel fill material, imported beach nourishment material shall be placed to a minimum 1-foot thickness elevation, and to grades shown on the Drawings and within tolerances provided on the Drawings and these Specifications.
- K. Imported channel fill material shall be stockpiled and placed to elevations and grades shown on the Drawings and within tolerances provided in these Specifications.
- L. The finished surface elevation of the placed materials shall not deviate from the tolerances listed below unless allowed by the County’s Representative. Tolerances are measured perpendicular to the indicated neatlines.

| Material              | Tolerance Greater Than in Feet (Inches) | Tolerance Less Than in Feet (Inches) |
|-----------------------|---|--------------------------------------|
| Channel Fill Material | 0 (0)                                   | 0.25 (3)                             |
| Beach Gravel          | 0.25 (3)                                | 0 (0)                                |

**1.08 SUBMITTALS**

- A. As part of the Construction Work Plan, the following information should be submitted as outlined in Section 01 33 00—Submittal Procedures:
  - 1. Preliminary Construction Schedule and Project Construction Schedule shall clearly illustrate timing and coordination of work as described in these Specifications and shown on the Drawings.
- B. The Contractor shall submit Daily Summary reports as outlined in Section 01 33 00—Submittal Procedures. Daily Summary reports should include, at a minimum:
  - 1. Summary of work completed at each Work Site.
  - 2. Quantities of each material imported and placed at the Work Site. Quantities of materials placed shall be based on actual surface elevation

## DIVISION 35—WATERWAY AND MARINE CONSTRUCTION

### Section 35 31 00—Shoreline Protection

data collected from measured pre-construction and placement elevations. Imported material quantities may be based on either tonnage or volume.

3. If Daily Summary reports are not provided to the County and County's Representative for review in a timely manner (within 24 hours), the County reserves the right to stop work at no additional cost to the County until Daily Summary reports are provided.
- C. The Contractor shall submit for approval, in accordance with Section 01 33 00, Submittal Procedures, the order list for all materials.
- D. The Contractor shall submit Record Drawings for the Work Site as outlined in Section 01 33 00—Submittal Procedures. Record drawings shall be developed using the full-size plan sheets for each Work Site. The Contractor shall indicate on the plan sheets measured or surveyed finished elevations of placed channel fill and beach nourishment materials shown on the Drawings. The Contractor shall note any deviations from the Drawings and/or Specifications (approved by the Engineer and County) on the Record Drawings.

## PART 2 – PRODUCTS

### 2.01 GENERAL

- A. 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.
- B. 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.

### 2.02 IMPORTED CHANNEL FILL MATERIAL

- A. Imported channel fill shall meet the following specifications:
- B. Contractor-proposed imported channel fill material, meeting the specified gradations, may be derived from blending multiple, existing standard sand and gravel products. A written description of the proposed material shall be submitted

**DIVISION 35—WATERWAY AND MARINE CONSTRUCTION**

**Section 35 31 00—Shoreline Protection**

at least seven (7) working days prior to the start of construction for approval by the County's Representative. The written description shall include name, location, and telephone number of proposed source of materials and the gradation of the material. If material is mixed from multiple sources, the gradation of all source components shall also be provided along with a description of the proposed material manufacturing process. If a blended material is proposed, the source components shall be mixed at the source location.

- C. A sample of the material shall be manufactured, provided to the County and approved by the County's Representative at the source location at least five (5) calendar days prior to the start of construction.
- D. Channel fill material shall be clean naturally occurring, rounded granular material (river run or processed glacial outwash deposits) free from wood waste and other extraneous objectionable materials and shall have such characteristics of size and shape that it will meet the following requirements for gradation:

| U.S. Standard Sieve | Permissible Limits Percent by Weight, Maximum Passing |
|---------------------|---|
| 2.5 Inches          | 97-100  |
| 2 inches            | 55-97   |
| 1 inch              | 25-35   |
| 0.5 inch            | 15-25   |
| No. 4               | 10-20   |
| No. 200             | 0-5   |

- E. Channel fill material shall meet the gradation requirements when placed in hauling vehicles for delivery to the project site or during manufacture and placement into a temporary stockpile. The exact point of acceptance will be determined by the County's Representative based on a combination of field review of processed material and Contractor furnished gradation test results.

**2.03 IMPORTED BEACH NOURISHMENT**

- A. Beach Nourishment materials shall be naturally occurring water rounded aggregates. Aggregates from quarries, ledge rock, and talus slopes are not acceptable.
- B. Materials shall be tough, durable, clean particles, adequately free from thin, flat, and elongated pieces, vegetation, or other debris.
- C. Washed sand gradation shall conform to material as shown below:

**DIVISION 35—WATERWAY AND MARINE CONSTRUCTION**  
**Section 35 31 00—Shoreline Protection**

| U.S. Standard Sieve | Permissible Limits Percent by Weight, Maximum Passing |
|---------------------|---|
| No. 4               | 75-100  |
| No. 100             | 0-10  |
| No. 200             | 0-5   |

**2.04 LARGE WOOD**

- A. Large Wood shall be salvaged from within the Beach Nourishment Work Area Limits and from the large wood stockpile within the brick paver parking area.

**2.05 DUNE FENCING**

- A. Dune fencing shall consist of natural wooden slats measuring a minimum of ¼-inch (thick) x 4-feet (high).
- B. Wooden slats shall be woven together with a minimum of four 2-wire strands.
- C. Untreated wood posts shall measure a minimum of 3-inches (diameter) x 6-feet (height).

**PART 3 – EXECUTION**

**3.01 FURNISH AND PLACE BEACH NOURISHMENT MATERIALS**

- A. Work under this Section is paid under Bid Items 1.04, as shown on the Bid Form and described in Section 01 20 00—Price and Payment Procedures.
- B. Due to coastal processes that have occurred since the topographic survey was collected in January and February 2023, fill quantities listed in the bid form may not reflect actual surface conditions. 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.
- C. The Contractor shall place beach nourishment materials within the Beach Nourishment Work Area Limits, as shown on the Drawings.
- D. The Contractor shall place beach nourishment materials uniformly to the elevations and grades as indicated on the Drawings within tolerances provided in these Specifications.

DIVISION 35—WATERWAY AND MARINE CONSTRUCTION  
Section 35 31 00—Shoreline Protection

- E. A minimum 1-foot-thick layer of beach nourishment material should be placed over channel fill materials within tolerances outlined in these Specifications.
- F. Along with the extents of the Beach Nourishment Work Area Limits, the contractor should taper beach nourishment materials to match existing grade.
- G. Subsequent loads of material shall be placed against previously placed material in such a manner as to ensure a relatively homogenous mass.

3.02 FURNISH AND PLACE CHANNEL FILL MATERIAL

- A. Work under this Section is paid under Bid Items 1.05, as shown on the Bid Form and described in Section 01 20 00—Price and Payment Procedures.
- B. Due to coastal processes that have occurred since the topographic survey was collected in January and February 2023, fill quantities listed in the bid form may not reflect actual conditions. As a result, the Contractor should complete the pre-construction topographic survey and utilize the results to verify the material quantities required to channel fill 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.
- C. The Contractor shall place beach channel fill material as shown in the Drawings, within the existing channel depression formed following the December 2022 storm event to the tolerances outlined in these Specifications.
- D. The finished grade of the channel fill material shall be no less than 1-foot below the finished surface grade of the beach nourishment material.

3.03 STOCKPILING AND PLANCING LARGE WOOD

- A. Work under this Section is paid under Bid Items 1.06, as shown on the Bid Form and described in Section 01 20 00—Price and Payment Procedures.
- B. The Contractor shall stockpile all large wood from within the Beach Nourishment Work Area Limits.
- C. The Contractor shall place stockpiled large wood from the beach nourishment area and the brick paver parking area in accordance with Permit restrictions and as directed by the Engineer.
- D. Placing of materials shall be suspended when adverse waves, weather, and tidal conditions will not allow proper placement.



DIVISION 35—WATERWAY AND MARINE CONSTRUCTION  
Section 35 31 00—Shoreline Protection

3.04 FURNISH AND INSTALL DUNE FENCING

- A. Work under this Section is paid under Bid Item 1.07, as shown on the Bid Form and described in Section 01 20 00—Price and Payment Procedures.
- B. The Contractor shall install dune fencing in the alignment shown in the Drawings.
- C. The Contractor shall install dune fencing per the manufacturer's recommendations.
- D. 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)
- E. Secure fencing to windward side of posts by nailing. Press bottom of fencing material firmly into the ground at all points.
- F. Trim the support post flush with the top of the installed dune fence.

3.05 SURVEY CONTROL

- A. Work under this Section is paid under Bid Item 1.02, as shown on the Bid Form and described in Section 01 20 00—Price and Payment Procedures.
- B. The Contractor shall establish lines and grades for work layout from the primary survey control shown on the Drawings.
- C. The Contractor shall establish measurement procedures of adequate accuracy to demonstrate that the work has been completed to specified tolerances.
- D. The Contractor shall install construction staking sufficient to complete the work to the location and elevation as indicated in the Drawings. This includes placement of stakes or other marks that can be readily back-checked to primary survey control for accuracy with the use of standard surveying equipment.
- E. Survey transects used for control of the work and development of Record Drawings shall be spaced at a minimum distance of 25 feet apart.
- F. The Contractor is responsible for establishing and maintaining stable temporary benchmarks for use in completion of the work.
- G. Survey datum and control point information for the Work Sites is shown on the Drawings and summarized below:
  - 1. Project Datum

**DIVISION 35—WATERWAY AND MARINE CONSTRUCTION**  
**Section 35 31 00—Shoreline Protection**

- a) Horizontal Datum: Washington State Plane North Zone, North American Datum 1983 (NAD 83), U.S. Feet
- b) Vertical Datum: U.S. Feet North American Vertical Datum 1988 (NAVD 88) (-0.5 foot NAVD 88 = 0 feet mean lower low water [MLLW])

2. Survey Control Points (identified on the Drawings)

| Control Point No. | Finish Elevation <sup>1</sup> | Northing | Easting   |
|-------------------|-------------------------------|----------|-----------|
| WP-1              | 12.0                          | 337182.5 | 1224331.1 |
| WP-2              | 12.0                          | 337162.7 | 1224336.0 |
| WP-3              | Match Existing Grade          | 337007.8 | 1224352.6 |
| WP-4              | Match Existing Grade          | 337089.3 | 1224503.8 |
| WP-5              | Match Existing Grade          | 337127.8 | 1224596.0 |
| WP-6              | Match Existing Grade          | 337176.2 | 1224691.6 |
| WP-7              | Match Existing Grade          | 337182.0 | 1224704.2 |
| WP-8              | Match Existing Grade          | 337212.7 | 1224691.4 |
| WP-9              | 12.0                          | 337211.6 | 1224681.4 |
| WP-10             | 12.0                          | 337229.0 | 1224661.2 |
| WP-11             | Match Existing Grade          | 337295.8 | 1224683.1 |
| WP-12             | Match Existing Grade          | 337082.2 | 1224447.5 |
| WP-13             | Match Existing Grade          | 337124.8 | 1224518.3 |
| WP-14             | Match Existing Grade          | 337056.1 | 1224427.4 |
| WP-15             | Match Existing Grade          | 337130.1 | 1224555.1 |
| WP-16             | Match Existing Grade          | 337141.5 | 1224519.0 |
| WP-17             | Match Existing Grade          | 337170.2 | 1224500.2 |
| WP-18             | 11.0                          | 337208.1 | 1224508.7 |
| WP-19             | 11.0                          | 337195.8 | 1224423.6 |
| WP-20             | Match Existing Grade          | 337084.8 | 1224378.9 |
| WP-21             | Match Existing Grade          | 337119.8 | 1224408.7 |
| WP-22             | Match Existing Grade          | 337103.5 | 1224444.2 |
| WP-23             | Match Existing Grade          | 337144.1 | 1224442.5 |
| WP-24             | Match Existing Grade          | 337216.4 | 1224463.1 |

Notes:  
Elevation in Feet NAVD 88.

DIVISION 35—WATERWAY AND MARINE CONSTRUCTION  
Section 35 31 00—Shoreline Protection

- H. The Contractor shall ensure that all required gauges, targets, ranges, and other survey markers are in place and properly maintained.
- I. An accurate method of horizontal control shall be established by the Contractor before material placement begins. The proposed method and maintenance of the horizontal control system shall be subject to the approval of the County's Representative. If at any time the method fails to provide accurate location for the placement operations, the Contractor may be required to suspend its operations until such time that accurate locating controls can be established by the Contractor.
- J. The Contractor shall lay out its work from horizontal and vertical control points indicated on the Drawings and shall be responsible for all measurements taken from these points. The Contractor shall furnish at its own expense all stakes, templates, platforms, equipment, range markers, transponder stations, and labor as may be required to lay out the work from the control points shown on the Drawings. It shall be the responsibility of the Contractor to maintain all points established for the work until authorized to remove them. If such points are destroyed by the Contractor or disturbed through its negligence prior to authorized removal, they shall be replaced by the Contractor at the Contractor's own expense.

END OF SECTION

End of attachment A

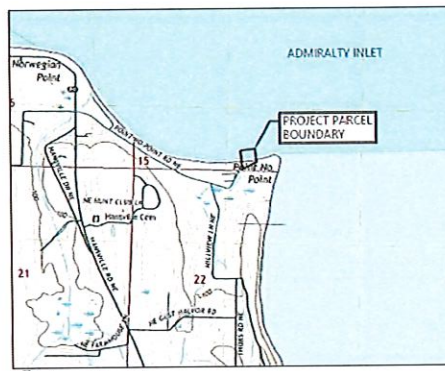
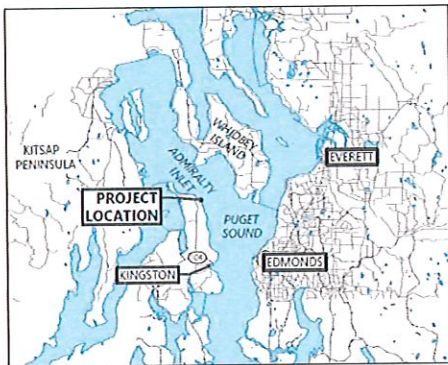
# ATTACHMENT B

## PROJECT DOCUMENTS

### Construction Plans

## 100% CONSTRUCTION PLANS POINT NO POINT PHASE 1 REPAIR PROJECT

KITSAP COUNTY



| SHEET NO. | DRAWING | DRAWING INDEX | SHEET TITLE   |
|-----------|---------|---------------|---|
| 1         | G-01    |               | TITLE SHEET   |
| 2         | G-02    |               | GENERAL NOTES                                       |
| 3         | C-01    |               | EXISTING CONDITIONS PLAN                            |
| 4         | C-02    |               | PROPOSED STAKES AND TIEC                            |
| 5         | C-03    |               | TIEC DETAILS  |
| 6         | C-04    |               | GRADING AND MATERIALS PLAN                          |
| 7         | C-05    |               | GRADING AND MATERIALS CROSS-SECTIONS                |
| 8         | C-06    |               | GRADING AND MATERIALS DETAILS AND BENCH MARK POINTS |

| <p><b>BLUE COAST</b><br/>ENGINEERING</p>   |  | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>APP'D</th> <th>REVISION</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> | NO.  | DATE             | BY    | APP'D    | REVISION    | DESCRIPTION |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">                 SUGGESTED BY: _____<br/>                 DRAWN BY: _____<br/>                 CHECKED BY: _____<br/>                 APPROVED BY: _____<br/>                 TITLE: _____<br/>                 DATE: _____             </td> <td style="width: 50%; text-align: center;"> <b>POINT NO POINT PHASE 1 REPAIR PROJECT</b> </td> </tr> <tr> <td style="text-align: center;"> <b>G-01</b> </td> <td style="text-align: center;">                 PLAN NOTICE TO BE VIEWED IN LOCAL PLANSET BOOK &amp; SEARCHED <b>INDEXED</b> </td> </tr> </table> | SUGGESTED BY: _____<br>DRAWN BY: _____<br>CHECKED BY: _____<br>APPROVED BY: _____<br>TITLE: _____<br>DATE: _____ | <b>POINT NO POINT PHASE 1 REPAIR PROJECT</b> | <b>G-01</b> | PLAN NOTICE TO BE VIEWED IN LOCAL PLANSET BOOK & SEARCHED <b>INDEXED</b> | TITLE SHEET | 1 of 8 |
|--|--|---|------|------------------|-------|----------|-------------|-------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-------------|--|-------------|--------|
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| SUGGESTED BY: _____<br>DRAWN BY: _____<br>CHECKED BY: _____<br>APPROVED BY: _____<br>TITLE: _____<br>DATE: _____ | <b>POINT NO POINT PHASE 1 REPAIR PROJECT</b>                             |   |      |                  |       |          |             |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |             |  |             |        |
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|  |  |   |      | SHEET NO. 1 OF 8 |       |          |             |             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |             |  |             |        |

**GENERAL CONSTRUCTION NOTES:**

1. CONTRACTOR SHALL FURNISH ALL MATERIALS, EQUIPMENT, AND LABOR NECESSARY TO COMPLETE ALL WORK AS INDICATED ON THE DRAWINGS AND IN THE SPECIFICATIONS.
2. CONTRACTOR SHALL NOT DEVIATE FROM THE DRAWINGS AND SPECIFICATIONS WITHOUT RECEIVING PRIOR WRITTEN APPROVAL FROM THE OWNER'S REPRESENTATIVE.
3. DISCREPANCIES BETWEEN THE DRAWINGS AND THE SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING WITH THE WORK.
4. THE CONTRACTOR SHALL RECEIVE IN WRITING AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
5. THE CONTRACTOR SHALL PLACE AND INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE BY THE OWNER'S REPRESENTATIVE OR WHERE LOCAL CODE OR REGULATIONS TAKE PRECEDENCE.
6. CONTRACTOR SHALL MAINTAIN SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
7. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNOLOGICAL SEQUENCES, AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK TO MEET THE CONTRACTOR'S CONSTRUCTION SCHEDULE AS REQUIRED BY THE OPERATIONS.
8. CONTRACTOR SHALL KEEP JOB SITE AREA CLEAN AND HAZARD FREE. CONTRACTOR SHALL DEPOSE OF ALL OIL, GREASE, AND RUBBER CHIPS FOR DURATION OF THE WORK. UPON COMPLETION OF WORK, CONTRACTOR SHALL REMOVE ALL MATERIAL AND EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY.
9. NOTES AND DETAILS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES HEREON AND OVER THE SPECIFICATIONS WHERE A CONFLICT EXISTS.
10. DIMENSION CALCULATIONS SHALL TAKE PRECEDENCE OVER SCALES SHOWN ON THE CONTRACT PLANS.

**PERMIT AND REGULATORY REQUIREMENTS**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL APPLICABLE PERMIT REQUIREMENTS AND HOLDINGS AS APPLICABLE IN CIRCUMSTANCES PER THE SPECIFICATIONS.
2. THE CONSTRUCTION PERMITS SHALL BE FURNISHED BY THE OWNER TO THE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3. THE CONTRACTOR SHALL REVIEW ALL PERMIT REQUIREMENTS AND NOTIFY THE OWNER OR OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES BETWEEN THE DRAWINGS, SPECIFICATIONS, AND PERMIT REQUIREMENTS OR HOLDINGS.
4. ALL WORK SHALL SATISFY CONDITIONS AND REQUIREMENTS OF LOCAL, STATE, AND FEDERAL PERMITS AS APPLICABLE. IN CASES WHERE CONFLICTING AND/OR REQUIREMENTS VARY FROM PERMIT TO PERMIT, THE MOST STRINGENT CONDITION AND/OR REQUIREMENT OR ORDINANCE GOVERNS THE PROJECT.

**WORK REQUIREMENTS**

1. ALL WORK SHALL BE CONDUCTED WITHIN THE WORK AREA LIMITS AS SHOWN ON THE DRAWINGS INCLUDING CONTRACTOR OPERATION OF VEHICLES AND MACHINERY EXCEPT FOR ACCESS TO THE SITE THROUGH THE CONSTRUCTION ACCESS CORRIDOR OR OFF-SITE STAGING AND STOCKPIPING ACTIVITIES PER THE SPECIFICATIONS.
2. ALL WORK SHALL BE COMPLETED BY THE DRY. NO IN-WATER WORK SHALL BE CONDUCTED AS PART OF THIS WORK PER THE SPECIFICATIONS.
3. WORK AT OR BELOW THE CHAM ELEVATION SHALL BE COMPLETED WITHIN 90 DAYS OF WASHINGTON DEPARTMENT OF HIGH AND PUBLIC SAFETY'S ISSUANCE OF THE CURRENT DANGER HPA. CONTRACTOR SHALL NOT EXCAVATE OR DISTURB EXISTING SITE SEDIMENT MATERIALS OR VEGETATION OUTSIDE OF THE HORIZONTAL AND VERTICAL EXTENTS INDICATED ON THE DRAWINGS.
5. THE AREAS WITHIN OR OUTSIDE OF THE WORK AREA LIMITS ESTABLISHED BY THE CONTRACTOR SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS AT NO ADDITIONAL COST TO THE OWNER.

**UTILITY NOTES**

1. CONTRACTOR SHALL CONDUCT A COMPREHENSIVE SURFACE AND ABOVE GROUND UTILITY LOCATE WITHIN THE WORK AREA LIMITS AND SHALL BE RESPONSIBLE FOR PROTECTING IN PLACE ALL EXISTING UTILITIES THAT ARE NOT TO BE RELOCATED AS PART OF THE WORK.
2. DAMAGE OF KNOWN OR UNKNOWN UTILITIES BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.

**SURVEY CONTROL**

EXISTING CONDITIONS TOPOGRAPHY IS BASED ON 2017-2018 CLIMATIC PENINSULA WASHINGTON AREA 1A 3DEP LEARN AND TOPOGRAPHIC SURVEY BY KTSAP COUNTY CONDUCTED IN JANUARY & FEBRUARY OF 2023

HORIZONTAL DATUM: WASHINGTON COORDINATE SYSTEM NORTH ZONE US SURVEY FEET NAD83

VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 PLUS 60 US SURVEY FEET



**LOCAL ELEVATIONS (FEET ABOVE SEA LEVEL)**

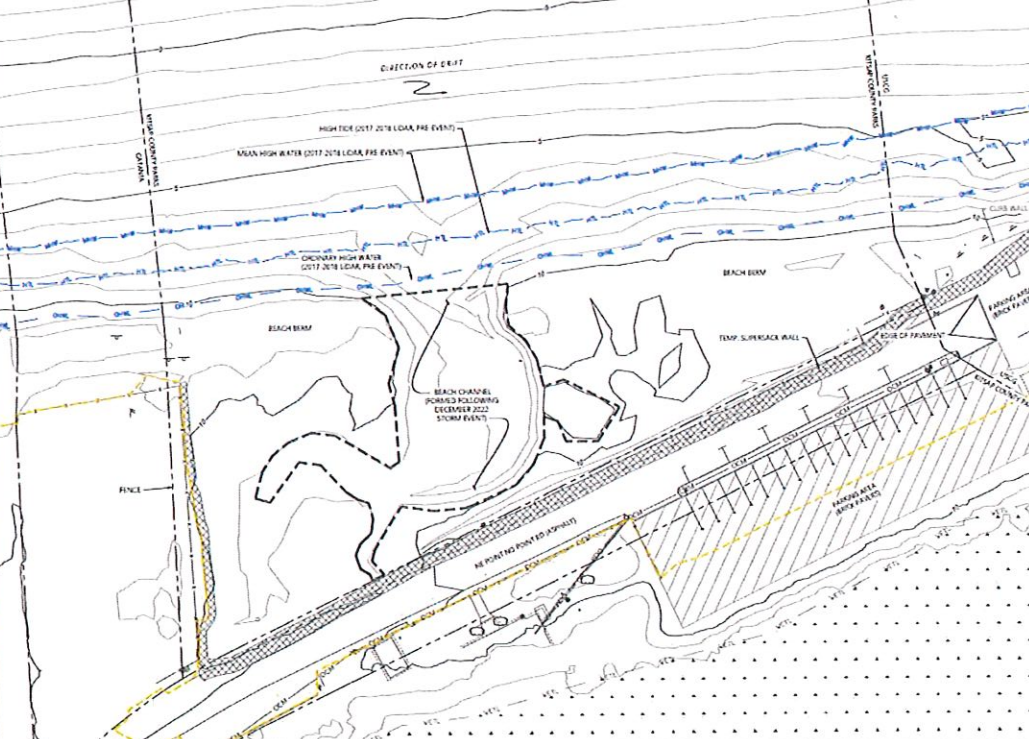



|                              |       |
|------------------------------|-------|
| HIGH TIDE LINE (2017)        | +32.2 |
| MEAN HIGH WATER (MHW) (2017) | +18.7 |
| MEAN HIGH WATER (MHW) (2018) | +18.8 |
| MEAN TIDE LEVEL (MTL)        | +14.4 |
| MEAN LOW WATER (MLW)         | +11.6 |
| MEAN LOWER LOW WATER (MLLW)  | -1.8  |

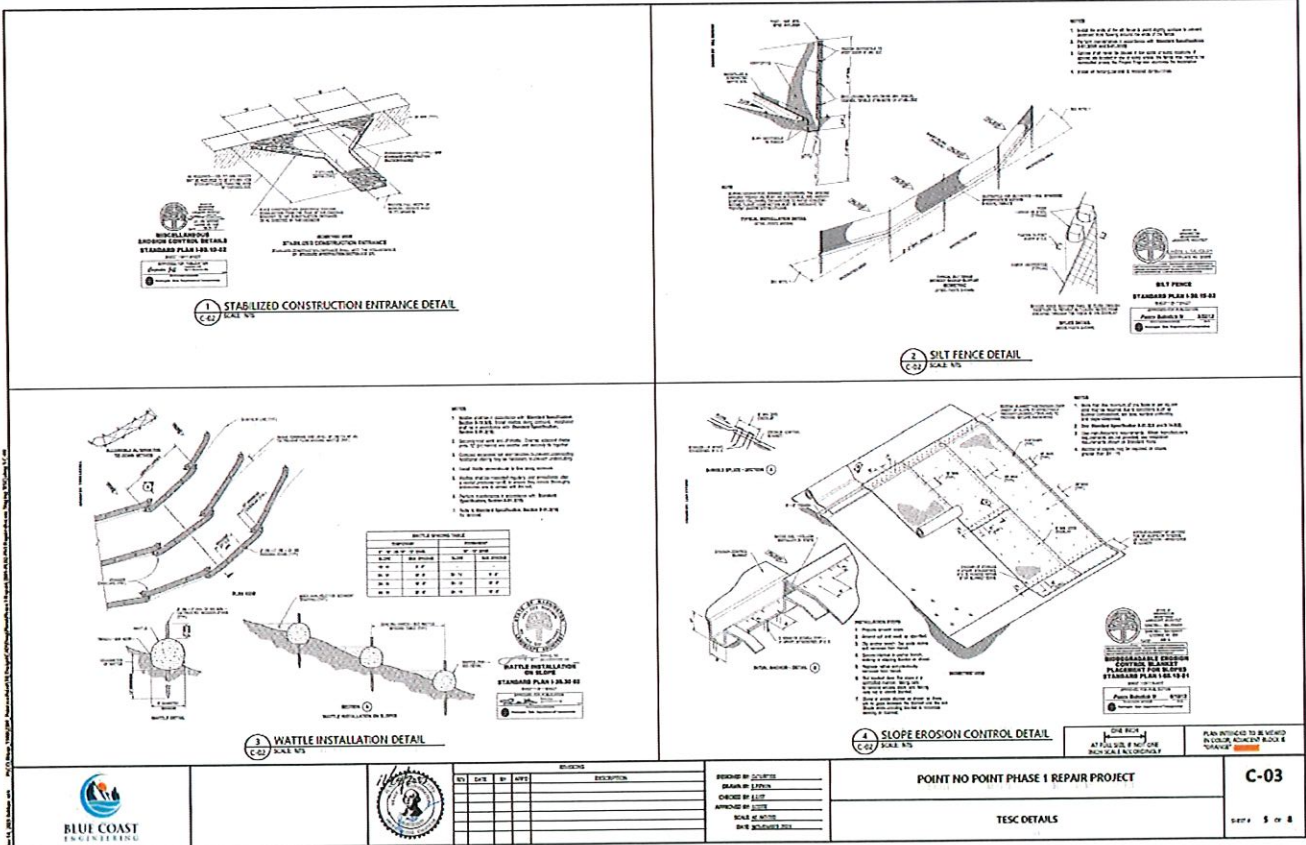
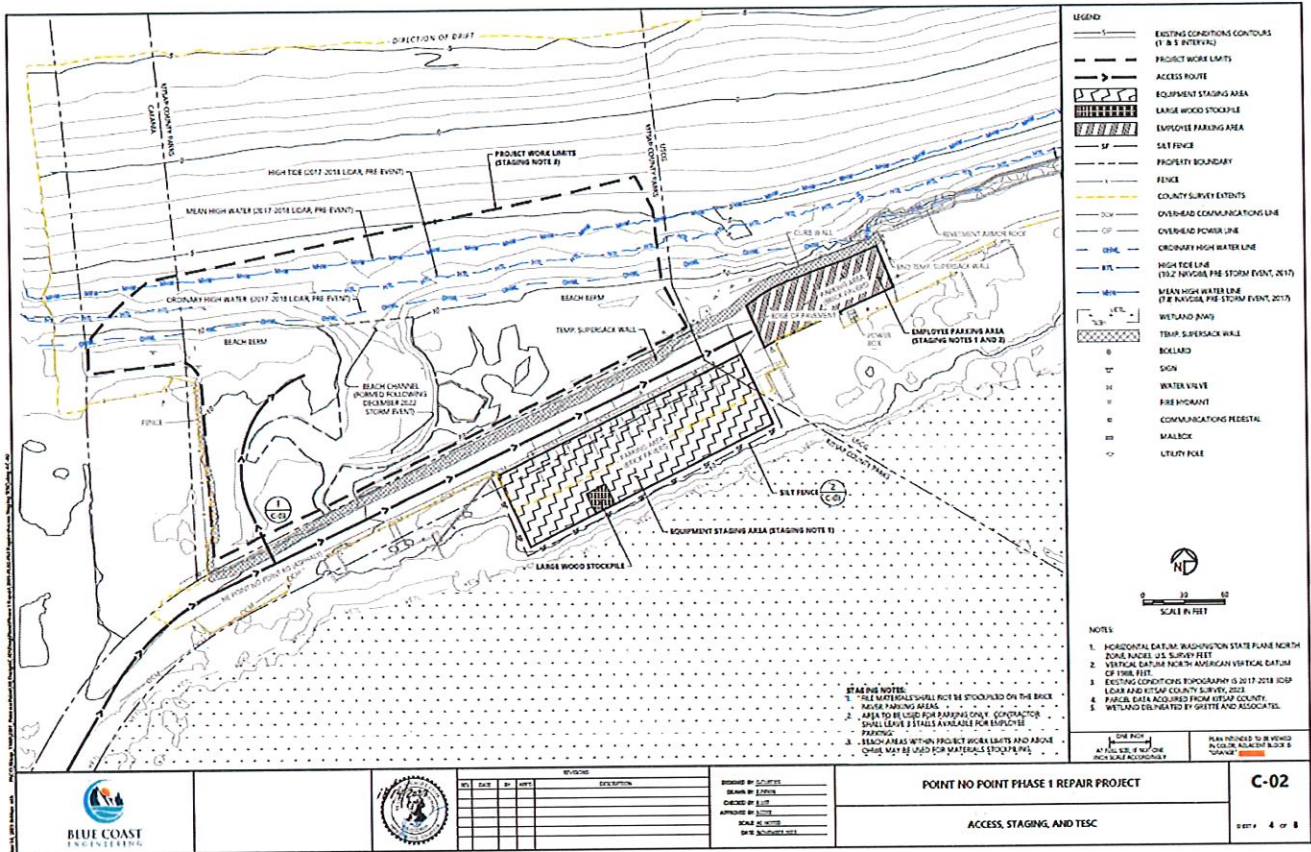
DATA SOURCE: NOAA VECTORS ONLINE DATUM CONVERSION TOOL

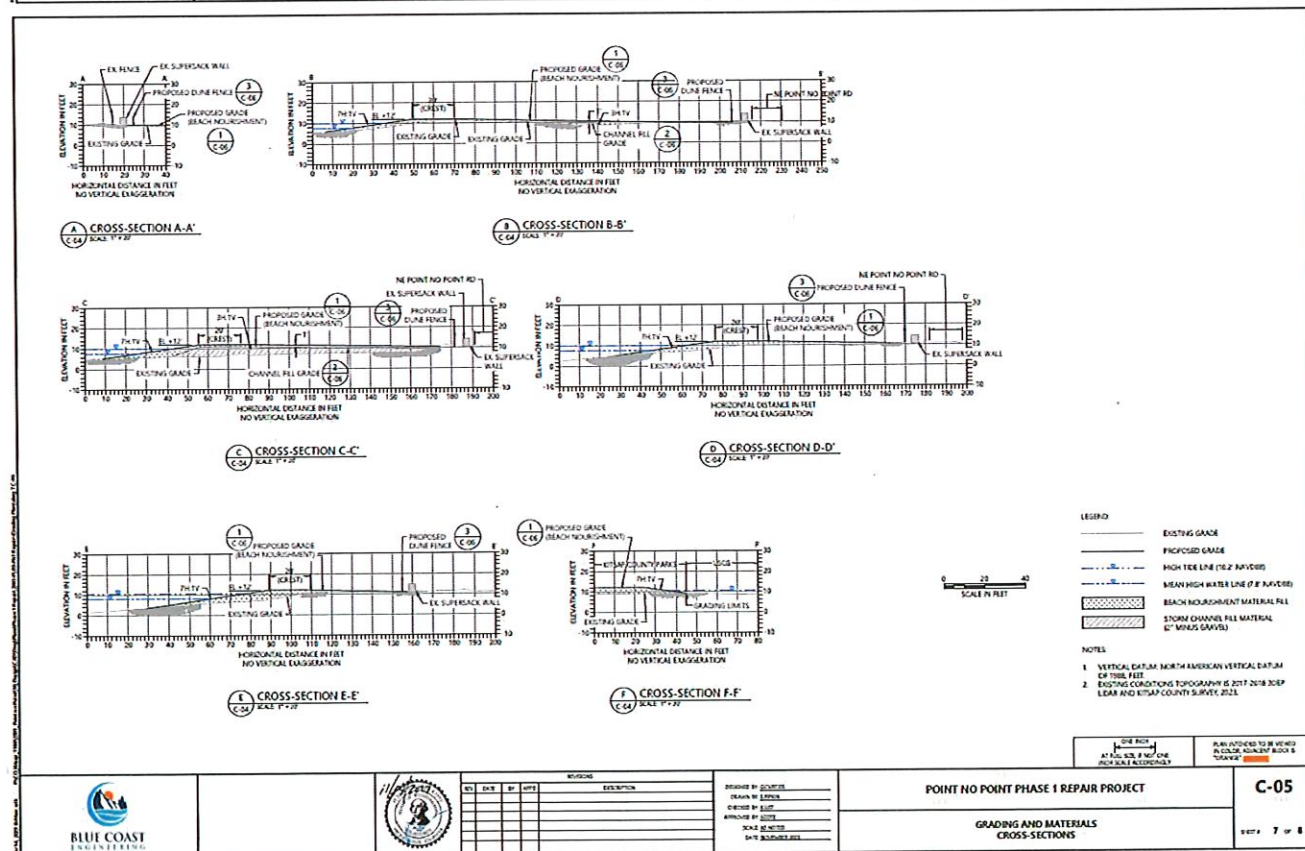
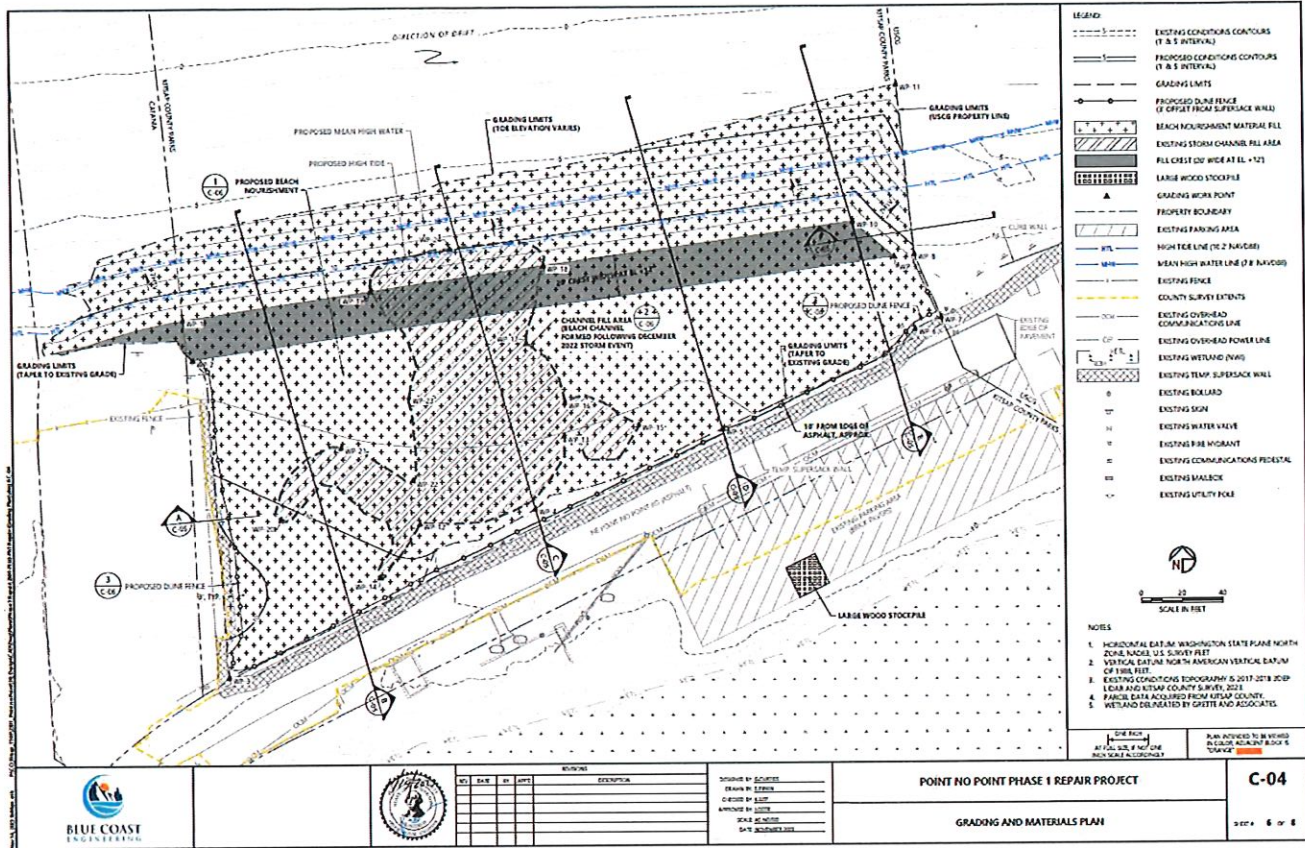
**ABBREVIATIONS**

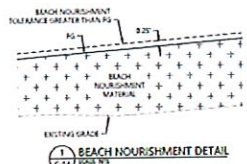
- AP = ANGLE POINT
- APPROX = APPROXIMATE
- CL = CLINE SAND
- EG = EXISTING GRADE
- EL = ELEVATION
- FG = FINISHED GRADE
- FT = FEET
- HPA = HAZARDOUS PRODUCT APPROVAL
- HTL = HIGH TIDE LINE
- MHW = MEAN HIGH WATER
- MNL = NATIONAL WETLAND INVENTORY
- COM = OVER-HEAD COMMUNICATIONS LINE
- CHAM = CHAMBERS HIGH WATER LINE
- CHAM = CHAMBERS HIGH WATER MARK
- SE = SOUTH-EAST
- SW = SOUTH-WEST
- TEMP = TEMPORARY
- TEC = TEMPORARY EROSION AND SEDIMENT CONTROL
- WELL = WETLAND

|  |  | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>BY</th> <th>APPV</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | REV  | DATE        | BY | APPV | DESCRIPTION |  |  |  |  |  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DESIGNED BY: SCOTT</td> <td>DATE: 08/2024</td> </tr> <tr> <td>DRAWN BY: JESSIE</td> <td>CHECKED BY: JESSIE</td> </tr> <tr> <td>APPROVED BY: SCOTT</td> <td>DATE: 08/2024</td> </tr> </table> | DESIGNED BY: SCOTT | DATE: 08/2024 | DRAWN BY: JESSIE | CHECKED BY: JESSIE | APPROVED BY: SCOTT | DATE: 08/2024 | <p><b>POINT NO POINT PHASE 1 REPAIR PROJECT</b></p> <p>GENERAL NOTES</p> <p>sheet 2 of 8</p> | <p><b>G-02</b></p> |
|--|--|--|------|-------------|----|------|-------------|--|--|--|--|--|--|--------------------|---------------|------------------|--------------------|--------------------|---------------|--|--------------------|
| REV  | DATE   | BY   | APPV | DESCRIPTION |    |      |             |  |  |  |  |  |  |                    |               |                  |                    |                    |               |  |                    |
|  |  |  |      |             |    |      |             |  |  |  |  |  |  |                    |               |                  |                    |                    |               |  |                    |
| DESIGNED BY: SCOTT   | DATE: 08/2024  |  |      |             |    |      |             |  |  |  |  |  |  |                    |               |                  |                    |                    |               |  |                    |
| DRAWN BY: JESSIE   | CHECKED BY: JESSIE   |  |      |             |    |      |             |  |  |  |  |  |  |                    |               |                  |                    |                    |               |  |                    |
| APPROVED BY: SCOTT   | DATE: 08/2024  |  |      |             |    |      |             |  |  |  |  |  |  |                    |               |                  |                    |                    |               |  |                    |

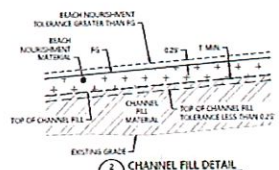
|  | <p><b>LEGEND</b></p> <ul style="list-style-type: none"> <li>--- 1' --- CONTOUR LINES (1' &amp; 5' INTERVAL)</li> <li>--- PROPERTY BOUNDARY</li> <li>--- COUNTY SURVEY EXTENTS</li> <li>--- FENCE</li> <li>--- OVERHEAD COMMUNICATIONS LINE</li> <li>--- OVERHEAD POWER LINE</li> <li>--- CHAM - CHAMBERS HIGH WATER LINE</li> <li>--- HTL - HIGH TIDE LINE (15'2" INTERVAL, PRE-STORM EVENT, 2017)</li> <li>--- MHW - MEAN HIGH WATER LINE (12' INTERVAL, PRE-STORM EVENT, 2017)</li> <li>--- WETLAND</li> <li>--- TEMP. SUPERACK WALL</li> <li>--- PARKING AREA</li> <li>--- BOLLARD</li> <li>--- SIGN</li> <li>--- WATER VALVE</li> <li>--- FIRE HYDRANT</li> <li>--- COMMUNICATIONS PEDESTAL</li> <li>--- MAILBOX</li> <li>--- UTILITY POLE</li> </ul> <p style="text-align: center;"> <br/>             SCALE IN FEET<br/>             0 20 40         </p> <p><b>NOTES</b></p> <ol style="list-style-type: none"> <li>1. HORIZONTAL DATUM: WASHINGTON STATE PLANE NORTH ZONE, NAD83, US SURVEY FEET</li> <li>2. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988, FEET</li> <li>3. EXISTING TOPOGRAPHY SURVEYED BY KTSAP COUNTY SURVEY, 2013</li> <li>4. PARCEL DATA ACQUIRED FROM KTSAP COUNTY</li> <li>5. WETLAND DELINEATED BY GRIBBE AND ASSOCIATES</li> </ol> |  |      |             |    |      |             |  |  |  |  |  |  |                    |               |                  |                    |                    |               |   |                    |
|--|---|--|------|-------------|----|------|-------------|--|--|--|--|--|--|--------------------|---------------|------------------|--------------------|--------------------|---------------|---|--------------------|
|   |    | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>BY</th> <th>APPV</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | REV  | DATE        | BY | APPV | DESCRIPTION |  |  |  |  |  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>DESIGNED BY: SCOTT</td> <td>DATE: 08/2024</td> </tr> <tr> <td>DRAWN BY: JESSIE</td> <td>CHECKED BY: JESSIE</td> </tr> <tr> <td>APPROVED BY: SCOTT</td> <td>DATE: 08/2024</td> </tr> </table> | DESIGNED BY: SCOTT | DATE: 08/2024 | DRAWN BY: JESSIE | CHECKED BY: JESSIE | APPROVED BY: SCOTT | DATE: 08/2024 | <p><b>POINT NO POINT PHASE 1 REPAIR PROJECT</b></p> <p>EXISTING CONDITIONS PLAN</p> <p>sheet 3 of 8</p> | <p><b>C-01</b></p> |
| REV  | DATE  | BY   | APPV | DESCRIPTION |    |      |             |  |  |  |  |  |  |                    |               |                  |                    |                    |               |   |                    |
|  |   |  |      |             |    |      |             |  |  |  |  |  |  |                    |               |                  |                    |                    |               |   |                    |
| DESIGNED BY: SCOTT   | DATE: 08/2024   |  |      |             |    |      |             |  |  |  |  |  |  |                    |               |                  |                    |                    |               |   |                    |
| DRAWN BY: JESSIE   | CHECKED BY: JESSIE  |  |      |             |    |      |             |  |  |  |  |  |  |                    |               |                  |                    |                    |               |   |                    |
| APPROVED BY: SCOTT   | DATE: 08/2024   |  |      |             |    |      |             |  |  |  |  |  |  |                    |               |                  |                    |                    |               |   |                    |



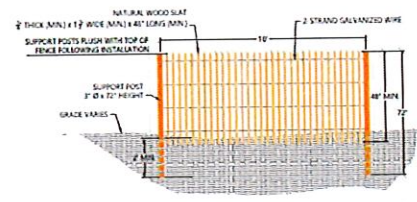




1 BEACH NOURISHMENT DETAIL  
SCALE: 1" = 10'



2 CHANNEL FILL DETAIL  
SCALE: 1" = 10'



3 DUNE FENCE DETAIL  
SCALE: 1" = 10'

- BAND FENCE NOTES:**
1. EDGE SUPPORT POSTS TWO (2) FEET BELOW SURFACE GRADE (MIN.) PRESS BOTTOM OF FENCING MATERIAL FIRMLY INTO THE GROUND.
  2. SLATS SHALL BE BROWN BOARDS WITH A MIN. OF FOUR (4) WIRE STAPLES OF GALVANIZED WIRE. SLATS TO BE SECURED BY NO LESS THAN (2) JOIST TIGHTS OF THE GALVANIZED WIRE BETWEEN THE SLATS.
  3. FENCING SHALL BE SECURED TO THE WINDWARD SIDE OF THE POSTS BY NAILING.

| GRADING WORK POINT |          |           |  |
|--------------------|----------|-----------|--|
| NAME               | NORTHING | EASTING   | DESCRIPTION                              |
| WP-1               | 337562.8 | 1224311.1 | FRONTSIDE FILL CREST AT PROPERTY LINE    |
| WP-2               | 337562.7 | 1224361.6 | BACKSIDE FILL CREST                      |
| WP-3               | 337507.8 | 1224352.6 | FILL LIMIT AT DW MATCH BS                |
| WP-4               | 337508.3 | 1224352.8 | FILL LIMIT MATCH BS                      |
| WP-5               | 337517.8 | 1224352.6 | FILL LIMIT MATCH BS                      |
| WP-6               | 337516.2 | 1224351.6 | FILL LIMIT MATCH BS                      |
| WP-7               | 337482.3 | 1224352.2 | FILL LIMIT AT LACES PROPERTY SE MATCH BS |
| WP-8               | 337512.7 | 1224351.4 | FILL LIMIT AT LACES PROPERTY AP MATCH BS |
| WP-9               | 337511.8 | 1224361.4 | BACKSIDE FILL CREST                      |
| WP-10              | 337526.3 | 1224681.2 | FRONTSIDE FILL CREST                     |
| WP-11              | 337555.8 | 1224681.1 | FILL LIMIT MATCH BS                      |
| WP-12              | 337582.2 | 1224647.3 | CHANNEL FILL LIMIT MATCH BS              |

| GRADING WORK POINT |          |           |                             |
|--------------------|----------|-----------|-----------------------------|
| NAME               | NORTHING | EASTING   | DESCRIPTION                 |
| WP-13              | 337524.8 | 1224518.3 | CHANNEL FILL LIMIT MATCH BS |
| WP-14              | 337554.1 | 1224474.4 | CHANNEL FILL LIMIT MATCH BS |
| WP-15              | 337325.1 | 1224555.1 | CHANNEL FILL LIMIT MATCH BS |
| WP-16              | 337411.5 | 1224519.8 | CHANNEL FILL LIMIT MATCH BS |
| WP-17              | 337375.2 | 1224530.2 | CHANNEL FILL LIMIT MATCH BS |
| WP-18              | 337225.1 | 1224530.7 | CHANNEL FILL LIMIT          |
| WP-19              | 337495.8 | 1224421.8 | CHANNEL FILL LIMIT          |
| WP-20              | 337564.8 | 1224378.8 | CHANNEL FILL LIMIT MATCH BS |
| WP-21              | 337118.8 | 1224436.7 | CHANNEL FILL LIMIT MATCH BS |
| WP-22              | 337505.5 | 1224464.2 | CHANNEL FILL LIMIT MATCH BS |
| WP-23              | 337444.3 | 1224464.3 | CHANNEL FILL LIMIT MATCH BS |
| WP-24              | 337376.4 | 1224463.1 | CHANNEL FILL LIMIT MATCH BS |

NOTE: ELEVATIONS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 FEET.

ONE EACH AT EACH END OF EACH MATCH LINE UNLESS OTHERWISE NOTED  
 PLAN ATTACHED TO BE METHOD OF CONSTRUCTION BLOCK & TYPED: **REVISION**

|  |  | <table border="1"> <thead> <tr> <th>REV.</th> <th>DATE</th> <th>BY</th> <th>APP'D</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | REV. | DATE | BY    | APP'D       | DESCRIPTION |  |  |  |  |  | DESIGNED BY: <u>SCOTT EISE</u><br>DRAWN BY: <u>JAMES</u><br>CHECKED BY: <u>JAMES</u><br>APPROVED BY: <u>JAMES</u><br>DATE: <u>06/01/2023</u> | <b>POINT NO POINT PHASE I REPAIR PROJECT</b><br><br><b>GRADING AND MATERIALS DETAILS AND WORKING POINTS</b> | <b>C-06</b><br><br>SHEET 8 OF 8 |
|--|--|--|------|------|-------|-------------|-------------|--|--|--|--|--|--|---|---------------------------------|
|  |  | REV.   | DATE | BY   | APP'D | DESCRIPTION |             |  |  |  |  |  |  |   |                                 |
|  |  |  |      |      |       |             |             |  |  |  |  |  |  |   |                                 |
|  |  |  |      |      |       |             |             |  |  |  |  |  |  |   |                                 |



# Resolution 175-2023

## RESOLUTION 175 - 2023

### POINT NO POINT PARK IMMINENT DANGER DECLARATION

BEFORE THE BOARD OF COUNTY COMMISSIONERS of Kitsap County, Washington.

In the matter of declaring an imminent danger situation, warranting an expedited hydraulic project approval (HPA) permit from the Washington Department of Fish and Wildlife,

WHEREAS, king storm damage occurred at Point No Point Park in Hansville, Washington, severely eroding beach areas of Point No Point Park, threatening private and public property in the area and the stability and the existence of the roadway.

WHEREAS, the nature of the damage and necessary repairs (Exhibit A) require immediate action to avoid threats to public and private property and a public roadway providing regular and emergency access; and

WHEREAS, the Washington State Department of Fish and Wildlife may consider imminent dangers in the processing of applications for hydraulic project approvals per RCW 77.55.021; and

WHEREAS, also, pursuant to RCW 77.55.021, an imminent danger means a threat by weather, water flow, or other natural conditions that is likely to occur within sixty days of a request for a permit application to the Washington Department of Fish and Wildlife.

IT IS HEREBY RESOLVED THAT the Kitsap Board of County Commissioners declares an imminent danger in the Point No Point project area and request expedited review of the hydraulic project approval application submitted by Kitsap County to allow the repairs of an immediate threat to damage of property and access to residences at Point No Point.

DATED this 16th day of October, 2023.

ATTEST:



*Dana Daniels*  
Dana Daniels  
Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
KITSAP COUNTY, WASHINGTON

*Charlotte Garrido*  
CHARLOTTE GARRIDO, Chair

*Katherine T. Walters*  
KATHERINE T. WALTERS, Commissioner

*Christine Rolfes*  
CHRISTINE ROLFES, Commissioner



**KITSAP COUNTY  
EMERGENCY PURCHASE  
EP2023-PARKS-044-NOPOINT**

TO: DEPARTMENT OF ADMINISTRATIVE SERVICES PURCHASING DIVISION

FROM: Kitsap County Parks

OFFICE/DEPARTMENT (INCLUDING NAME OF DIVISION)

SIGNATURE OF DIVISION HEAD

11/6/2023

DATE

EMERGENCY REQUEST FOR THE PURCHASE OF:

Marine Construction Phase 1 (Point No Point)

**REQUESTED SUPPLIER**

|                      |                                    |
|----------------------|------------------------------------|
| COMPANY NAME:        | All Terrain Excavating             |
| MAILING ADDRESS:     | 414 N 7th Street, Tacoma, WA 98403 |
| REPRESENTATIVE NAME: | Robert Lockwood                    |
| PHONE NUMBER:        | 253-306-2071                       |
| EMAIL:               | Allterrainexcavating1@gmail.com    |
| COST ESTIMATE:       | \$213,956.08 plus applicable taxes |

Unforeseen circumstances beyond the control of the County that either: i) present a real, immediate threat to the proper performance of essential functions, or ii) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken and includes federal, state, or local disasters. RCW 39.04.280(3)

Declaration of Emergency. If an emergency is declared by the board or other person(s) designated by the board with authority to act in the event of an emergency, then competitive bidding requirements may be waived, and contracts awarded on behalf of the County to address the emergency. If a contract is awarded without competitive bidding due to an emergency, a written finding of the existence of an emergency must be made by the governing body or its designee and duly entered of record no later than two weeks following the award of the contract. RCW 39.04.280(2)(b).

**EVENT DESCRIPTION AND STATEMENT OF NEED:**

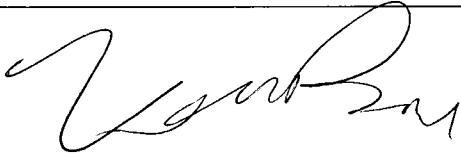
The purpose of the phase 1 Point No Point Flood repair project is to complete an emergency repair (under an imminent danger permit) of the eroded beach area with beach nourishment material and sand to bring the elevation of the eroded beach areas back up to pre-storm conditions. This will provide temporary protection for the next storm season as permits are acquired for a full reconstruction project. Specific project elements are described below:

- Place approximately 500 cubic yards (CY) of imported coarse sand will be placed to infill the post-storm beach channel landward of the high tide line (HTL).
- Place approximately 3,310 CY of imported beach nourishment material (medium sand) in the beach nourishment area above and below the HTL.
- Install 1,000 linear feet of sand fencing on the perimeter of the beach nourishment area including along the edge of the Park's drive aisle (NE Point No Point Road).
- Place 20 pieces of large wood in the shoreline area below the Highest Astronomical Tide level.

**PURCHASING COMMENTS:**

Meets Standard under RCW 39.04.280

---



COUNTY ADMINISTRATOR

---

1-10-2024

DATE

| Kitsap County - Point No Point County Park Repairs                  |  |       |      |   |                   |
|---|--|-------|------|---|-------------------|
| Engineer's Estimate of Probable Costs (October 2023) <sup>1,2</sup> |  |       |      |   |                   |
| Phase 1 - Emergency Beach Repair                                    |  |       |      |   |                   |
|   | Project Element                                | Qty   | Unit | Unit Cost                               | Subtotal          |
| <b>Site Preparation</b>   |  |       |      |   |                   |
| 1.01  | Mobilization and Demobilization                | 1     | LS   | 10% \$                                  | 30,760            |
| 1.02  | Surveying and Record Drawings                  | 1     | LS   | \$4,000.00 \$                           | 4,000             |
| 1.03  | Clearing and Grubbing                          | 1     | LS   | \$2,000.00 \$                           | 2,000             |
| 1.04  | Temporary Erosion Control Measures             | 1     | LS   | \$2,000.00 \$                           | 2,000             |
| <b>Subtotal - Site Preparation</b>                                  |  |       |      |   | \$ 38,760         |
| <b>Beach Nourishment</b>  |  |       |      |   |                   |
|   | = Full Co. Furnish and Place Beach Nourishment | 4,470 | TON  | \$50.00 \$                              | 223,500           |
|   | = Full Co. Furnish and Place Beach Gravel      | 730   | TON  | \$70.00 \$                              | 51,100            |
|   | = Full Co. Furnish and Place Large Wood        | 20    | EACH | \$1,000.00 \$                           | 20,000            |
|   | = Full Co. Furnish and Install Dune Fencing    | 1,000 | LF   | \$5.00 \$                               | 5,000             |
| <b>Subtotal - Beach Nourishment</b>                                 |  |       |      |   | \$ 299,600        |
| <b>Subtotal for All Work Elements Phase 1</b>                       |  |       |      |   | \$ 338,360        |
|   |  |       |      | Construction Contingency (20%)          | \$ 67,672         |
|   |  |       |      | Combined Sales Tax (9.2%)               | \$ 37,355         |
|   |  |       |      | <b>Phase 1 - Total Cost<sup>2</sup></b> | <b>\$ 444,000</b> |

Form A5 (rev.2021.11.29) Emergency Declaration Form

## Prevailing Wage

| Prevailing Wage          |                     |  |
|--------------------------|---------------------|--|
| <input type="checkbox"/> | General             | Contractor shall comply with the prevailing wage requirements of chapter 39.12 RCW and WAC 296-127, specifically including RCW 39.12.020 and WAC 296-127-023 (Building Service Maintenance), if applicable. Contractor shall pay not less than the prevailing rate of per diem wages to its employees and shall provide documentation to the County of its compliance with prevailing wage laws and regulations. A copy of such prevailing rates of wage statement shall be posted by the Contractor in a location readily visible to workers at the job site or as provided in RCW 39.12.020  |
|                          | Over \$2,500        | For contracts greater than \$2,500, a "Statement of Intent to Pay Prevailing Wages: (hereinafter "Statement of Intent") must be submitted to and approved by the State Department of Labor and Industries prior to beginning work by the Contractor. If the Contract is more than \$10,000, the Statement of Intent shall include the Contractor's registration number, the prevailing wage for each classification of workers, and an estimate of the number of workers in each classification. An "Affidavit of Wages Paid" must be submitted to and approved by the State Department of Labor and Industries by the Contractor prior to release of the retained percentage. Copies of these documents shall be provided to the County prior to any payment being made to the Contractor. The fee for each of these documents shall be paid by the Contractor. |
|                          | \$2,500 or Less     | For contracts \$2,500 or less, the Contractor may submit the Statement of Intent to the County directly without the approval by the Washington State Department of Labor & Industries. Upon final acceptance of the work, the Contractor will submit an "Affidavit of Wages Paid" to the County.   |
|                          | Statement of Intent | The Statement of Intent and Affidavit of Wages Paid must be submitted on forms approved by the Department of Labor and Industries.   |

Effective January 1, 2020, contractors must file weekly certified payroll reports for all prevailing wage jobs (regardless of project amount) and submit them directly to L&I.

# Prelim-Schedule

Date: 11/8/23

Prepared By: Robert Lockwood

Project #: NA



## Preliminary construction Schedule

| Date     | Activity.  | Notes.   |
|----------|--|--|
| 12/12/23 | Pre-construction Survey.   | Mark Boyers of BBA Land Surveying.<br>Contact # 425-919-0586 |
| 12/13/23 | Pre-Con/Mobilize   | -Mobilize D6 and 1370. Trevor/Top Gear Trucking.             |
| 12/14/23 | Move Large Wood and Debris. Re-Locate bags and establish construction entrance |  |
| 12/15/23 | Import/Place Channel Fill.   | QTY: 10 Super Dumps hauling from Thorndyke Pit to site.      |
| 12/18/23 | Import/Place Channel Fill  | Average 1500 Ton Per day.                                    |
| 12/19/23 | Import/Place Beach Nourishment.  | Average 1500 Ton Per day.                                    |
| 12/20/23 | Import/Place Beach Nourishment.  | Average 1500 Ton Per day.                                    |
| 12/21/23 | Import/Place Beach Nourishment.  | Average 1500 Ton Per day.                                    |
| 12/22/23 | Import/Place, Catch Up day.  |  |
| 1/3/2024 | Replace Bags, Place wood,  | -Punch List Meeting with Kitsap county Parks Rep.            |
| 1/4/2024 | Final Clean up, Install Dune fence.  | -Final Invoice.  |

# Washington Department of Fish and Wildlife

## Hydraulic Project Approval



### HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
Olympia, WA 98504-3234  
(360) 902-2200

Issued Date: December 04, 2023  
Project End Date: February 02, 2024

Permit Number: 2023-6-513+01  
FPA/Public Notice Number: N/A  
Application ID: 32538

| PERMITTEE   | AUTHORIZED AGENT OR CONTRACTOR  |
|---|---|
| Kitsap County Parks<br>ATTENTION: Alex Wisniewski<br>614 Division St.<br>Port Orchard, WA 98366 | Grette Associates<br>ATTENTION: Sasha Ertl<br>2709 Jahn Ave NW, Suite H-5<br>Gig Harbor, WA 98335 |

**Project Name:** Point No Point Park North Beach Repair Project

**Project Description:** During a large storm and king tide event in December 2022, tidal waters overtopped the northern shoreline in the Hansville area, including the north and eastern beaches and armored shoreline at Point No Point Park, and flooded NE Point No Point Road and nearby properties. The storm severely eroded the beach areas of Point No Point Park; Kitsap County Parks (Parks) is proposing to repair the north beach area on the portion of the Park owned by Parks (parcel number 222802-1-010-2002) by placing beach nourishment and coarse sand materials on the beach to return elevations back to pre-storm conditions. Point No Point Park is located at 8997 NE Point No Point Rd., Hansville, Washington 98340 (S15 T28N R02E; JARPA Sheet 1).

### PROVISIONS

#### TIMING - PLANS - INVASIVE SPECIES CONTROL

- 1. TIMING LIMITATION:** You may begin the project immediately and you must complete the project by February 2, 2024.
- 2. APPROVED PLANS:** You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "PNP ID Repair JARPA Figures DRAFT-20230826.pdf", uploaded to APPS on September 19, 2023, and entitled, "PNP ID Repair JARPA Appx A\_BMPS.pdf", uploaded to APPS on September 19, 2023, entitled "20231009\_PNP N Beach Repair No Net Loss Analysis.pdf", uploaded to APPS on November 21, 2023, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
- 3. INVASIVE SPECIES CONTROL:** Follow Method 1 for low risk locations (i.e. clean/drain/dry). Thoroughly remove visible dirt and debris from all equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets, and undercarriage) before arriving and leaving the job site to prevent the transport and introduction of invasive species. For contaminated or high risk sites please refer to the Method 2 Decontamination protocol. Properly dispose of any water and chemicals used to clean gear and equipment. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.

#### NOTIFICATION

- 4. PRE- AND POST-CONSTRUCTION NOTIFICATION:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work, and again within seven days after completing the work. The notification must include the permittee's name, project location, starting date for work or date the work was completed, and the permit number. The Washington Department of Fish and Wildlife



## HYDRAULIC PROJECT APPROVAL

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may conduct inspections during and after construction; however, the Washington Department of Fish and Wildlife will notify you or your agent before conducting the inspection.

5. **PHOTOGRAPHS:** You, your agent, or contractor must take photographs of the job site before the work begins and after the work is completed. You must upload the photographs to the post-permit requirement page in the Aquatic Protection Permitting System (APPS) or mail them to Washington Department of Fish and Wildlife at Post Office Box 43234, Olympia, Washington 98504-3234 within 30-days after the work is completed.

6. **FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION:** If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

7. Within 60 days, the applicant must arrange an onsite meeting to determine if imminent danger response measures must be removed and if there are remaining impacts to be mitigated.

8. In compliance with WAC, within 90 days of completion of work, all remaining impacts must be mitigated or a mitigation plan must be submitted to the Department for approval. (WAC 220-660-050 (5) (f)).

### STAGING, JOB SITE ACCESS AND EQUIPMENT

9. Establish the staging area (used for activities such as equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants like petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

10. Clearly mark boundaries to establish the limit of work associated with site access and construction.

11. Limit the removal of native bankline vegetation to the minimum amount needed to construct the project.

12. Retain all natural habitat features on the beach larger than twelve inches in diameter including trees, stumps, logs, and large rocks. These natural habitat features may be moved during construction but they must be placed near the preproject location before leaving the job site.

13. Check equipment daily for leaks and complete any required repairs before using the equipment in or near the water.

14. Lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols are recommended for use in equipment operated in or near water.

### CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

15. Do not conduct project activities when the work area is inundated by tidal waters.

16. Prevent contaminants from the project, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.

### BEACH NOURISHMENT

17. As specified in the application, the eroded beach channel will be filled to restore the beach to prior storm conditions. The eroded channel will be filled (up to 500CY) with nourishment smaller than 2.5in (63.5mm). Materials placed inside the storm channel must be in compliance with the following specifications: Sieve Size Percent passing by weight 2.5-inch 100, 2-inch 55-97, 1-inch 25-35, 0.5in-inch 15-25, 4.75mm 10-20, 0.075mm 0-5. The surface layer of sand placed on the beach should be appropriately sized to provide forage fish spawning substrate following the provisions below:

a. For sand lance spawning beaches, only sand material shall be used with at least 75 percent of the material by weight between 1/100-inch (.25mm) and 1/25-inch (1mm).

b. Spread the material along the entire length of the work area to a uniform depth of 12 - 36 inches.





## HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
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- c. Use clean, round gravel only for the storm channel fill layer.
- d. Do not use gravel, crushed or angular rock for the surface layer.
- e. The mix must not contain fine silt or clay type soils.
- f. The gravel mix must not be on the surface of the beach.

18. Keep the use of equipment on the beach to a minimum, confined to a single access point, and limited to a 25-foot work corridor waterward of the work site. Construction material must not touch the beach outside this work corridor.

19. Reshape beach area depressions created during project activities to preproject beach level upon project completion.

### DEMOBILIZATION/CLEANUP

20. Remove all debris or deleterious material resulting from construction from the beach area or bed and prevent from entering waters of the state.

21. Replace damaged or destroyed riparian vegetation during the first dormant season (late fall through late winter) after project completion. Maintain plantings for at least three years to ensure at least eighty percent of the plantings survive. Failure to achieve the eighty percent survival in year three will require you to submit a plan with follow-up measures to achieve requirements or reasons to modify requirements.

|  |                 |  |               |                  |                      |                  |
|--|-----------------|--|---------------|------------------|----------------------|------------------|
| <b>LOCATION #1:</b>  |                 | Site Name: Point No Point Park<br>8997 NE Point No Point Road, Hansville, WA 98340 |               |                  |                      |                  |
| <b>WORK START:</b>   |                 | December 4, 2023   |               | <b>WORK END:</b> |                      | February 2, 2024 |
| <u>WRIA</u>  |                 | <u>Waterbody:</u>  |               |                  | <u>Tributary to:</u> |                  |
| 15 - Kitsap  |                 | Wria 15 Marine   |               |                  | 9231                 |                  |
| <u>1/4 SEC:</u>  | <u>Section:</u> | <u>Township:</u>   | <u>Range:</u> | <u>Latitude:</u> | <u>Longitude:</u>    | <u>County:</u>   |
| NE 1/4   | 15              | 28 N   | 02 E          | 47.911656        | -122.529529          | Kitsap           |
| <u>Location #1 Driving Directions</u>  |                 |  |               |                  |                      |                  |
| Travel on I-5 South to Tacoma and take exit 132B to merge on to SR-16. Continue on W State Highway 16 for 26 miles and then merge onto WA-3 N. After 17.7 mi, take the WA-305 S exit toward Poulsbo/Bainbridge Island; use any lane to turn right onto WA-305 S. In 0.6 mi, use the left 2 lanes to turn left onto WA-307 N/Bond Rd. NE. In 5.2 mi continue onto WA-104 E/NE State Hwy 104. Stay on the highway for 1.5 mi, then turn left onto Hansville Rd. NE. In 7.4 mi, turn right onto NE Point No Point Rd, and in approximately 1 mi you will have arrived at the parking lot of the Project Site. |                 |  |               |                  |                      |                  |

### APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person (s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.



## HYDRAULIC PROJECT APPROVAL

Washington Department of  
Fish & Wildlife  
PO Box 43234  
Olympia, WA 98504-3234  
(360) 902-2200

Issued Date: December 04, 2023  
Project End Date: February 02, 2024

Permit Number: 2023-6-513+01  
FPA/Public Notice Number: N/A  
Application ID: 32538

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.

**MINOR MODIFICATIONS TO THIS HPA:** You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov). You should allow up to 45 days for the department to process your request.

**MAJOR MODIFICATIONS TO THIS HPA:** You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov). You should allow up to 45 days for the department to process your request.



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### APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

A. **INFORMAL APPEALS:** WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. **FORMAL APPEALS:** WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to [HPAapplications@dfw.wa.gov](mailto:HPAapplications@dfw.wa.gov); fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. **FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS:** If there is no timely request for an appeal, the WDFW action shall be final and unappealable.



## HYDRAULIC PROJECT APPROVAL

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Habitat Biologist      adam.samara@dfw.wa.gov  
Adam Samara            360-522-6035

for Director  
WDFW

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End of attachment B

**ATTACHMENT C  
COMPENSATION**

**Kitsap County Parks Department  
Point No Point Phase 1 Beach Repair**

**All Terrain Excavating  
LLC  
LIC# ALLTETE793JG**



| BASE BID SCHEDULE 1 |  |       |      |            |              |
|---------------------|--|-------|------|------------|--------------|
| Item                | Bid Item                                     | Est.  | Unit | Unit       | Price        |
| 1.01                | Mobilization and Demobilization              | 1     | LS   | \$3,000.00 | \$3,000.00   |
| 1.02                | Surveying and Record Drawings                | 1     | LS   | \$4,000.00 | \$4,000.00   |
| 1.03                | Site Preparation                             | 1     | LS   | \$100.00   | \$100.00     |
| 1.04                | Furnish and Place Beach Nourishment Material | 4,470 | TON  | \$34.34    | \$153,485.78 |
| 1.05                | Furnish and Place Channel Fill Material      | 730   | TON  | \$66.81    | 48,770.3     |
| 1.06                | Stockpile and Place Large Wood               | 1     | LS   | \$1,000.00 | \$1,000.00   |
| 1.07                | Furnish and Install Dune Fencing             | 600   | LF   | \$7.00     | \$3,600.00   |
| Base Bid Subtotal   |  |       |      |            | \$213,956.08 |
| Sales Tax @ 9.2%    |  |       |      |            | \$19,683.96  |
| Total Base Bid      |  |       |      |            | \$233,640.04 |