

NOTICE OF INVITATION FOR BIDS

Independence Valley Trestle Demolition #2026-12



Bids for the following project will be received until 10:00am August 31st, 2026, via email at katrinka@thurstoncd.com. There will be a mandatory pre-bid meeting on Monday, August 24th, 2026, at the project site starting at 3pm. This project is subject to prevailing wage requirements per RCW 39.12.020, and award of this project is contingent on final grant funding approval and permit acquisition.

Attendance at the pre-bid meeting is mandatory to submit a bid for this contract.

All prospective bidders must attend a mandatory site visit. Bids will not be accepted from any bidders not present at the mandatory site visit.

Plans, specifications, addenda, proposal forms, bidders list, and plan holders list for this project are available through the **Thurston Conservation District** on-line plan room. Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "Thurston Conservation District". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact **Builders Exchange of Washington** at [\(425\) 258-1303](tel:4252581303) should you require assistance with access or registration.

Independence Valley Trestle Demolition

Project Description

This project provides demolition and disposal of two derelict railroad trestles in the Chehalis River floodplain in Independence Valley in accordance with the attached plans and special provisions.

The Project involves implementation of the following elements:

1. Removal and disposal of all creosoted timbers and pilings associated with two trestles.
2. Site Restoration

Engineer's Estimate (Construction Work Only): \$18,000-\$24,000

Bid Evaluation Process

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

In the event TCD finds the Bidder's qualification information lacking or if TCD determines that the Bidder, including the General Contractor and subcontractors, are not qualified, TCD may reject the Bidder, meet with the Bidder, request additional information, and/or allow the Bidder opportunity to correct the deficiency by (1) providing additional information and/or (2) proposing other project personnel or subcontractors, and/or take other appropriate measures. Timeliness of Contract Execution is critical to success of this project; therefore, TCD may give a Bidder limited or no opportunity and time to remedy a matter(s) of responsibility before rejecting the bid and going to the next low bidder. TCD reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities and to contract as to the best interest of the Thurston Conservation District. Such decisions are in the sole discretion of TCD.

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

Technical Questions regarding this project should be submitted via email by August 26th, 2026 to Katrinka Hibler, katrinka@thurstoncd.com.

Bidder Experience on Projects Similar in Scope and Complexity

The Bidder shall demonstrate successful past experience and competence in managing at least three construction projects within the last 5 years that are similar in scope and complexity. For each project, provide the name of the project, initial contract time (start and end dates), final contract time (actual end date), initial contract value, final contract value, Owner's name and telephone number,

name and telephone number of the Owner's project manager or other contact who can verify the Bidder's experience, and a detailed description of how the project is similar in scope and complexity.

- At least one project must total a minimum of \$20,000 excluding costs of work performed by subcontractors.
- At least two projects must be habitat restoration projects that demonstrate extra care and due diligence in working in the floodplain.

Key Personnel Qualifications

Provide contact information, qualifications, and prior experience with riparian restoration projects for key personnel.

Staff qualification information shall be submitted with the proposal in a clear, comprehensive, and concise manner.

Proposed Approach

Bidders are required to demonstrate the General Contractor's experience by providing general descriptions of the following. For any work to be performed by a Subcontractor, Bidder shall provide the same information.

1. General sequence, procedure, and necessary equipment for the construction of all parts of this project.
2. Planned disposal method and site.

Required Bid Documents

As part of the formal bid, the Bidder shall complete and submit the following:

1. Bid Proposal (form below)
 - a. Bidder Information
 - b. Schedule of Items
2. Mandatory Bidder Responsibility Checklist (form below)
3. Projects Similar in Scope and Complexity
4. Supplemental Bidder Certification
5. Key Personnel Qualifications
6. Proposed Approach
7. Supplemental Bidder Qualifications
8. Mandatory Subcontractor Responsibility Checklist (if applicable)
9. Bid Bond

BID PROPOSAL

Project Name: Independence Valley Trestle Demolition #2026-12

Bid Submittal Deadline: 10:00am August 31st, 2026

Attention: Katrinka Hibler

GENERAL

Bids must be submitted via email to katrinka@thurstoncd.com by 10am August 31st, 2026. The email should have "Independence Valley Trestle Demolition, (contractor name)" in the title.

PROPOSAL

The undersigned Bidder hereby certifies that the Bidder has examined the location and construction details of work, is familiar with the local conditions at the place where the work is to be done, and has read and thoroughly understands the Project Documents governing the work and the method by which payment will be made for said work and hereby propose to undertake and complete the work in accordance with said Project Documents and that the Bidder will take in full payment therefore the sums set forth in the following Bid Schedule.

BID CONDITIONS

It is expressly understood and agreed that the following Bid Schedule amounts are the basis for establishing the low bidder for award of the Contract. Measurement and Payment provisions of the Project Documents. Bid prices shall be inclusive of any sales tax. This contract will be awarded on a lump sum cost basis in conjunction with other evaluation criteria as detailed in the bid package. Unit costs are for the evaluation of bids and additional work if required. Unit costs shall include all labor, equipment, and materials needed to complete the work as described in the Statement of Work.

BIDDER INFORMATION

Proper Name of Bidder:	
Contractor's License No.:	UBI No:
Mailing Address:	
Phone No:	Fax No:
Email:	

SCHEDULE OF ITEMS

Item #	Work Item	Unit	Qty	Unit Cost	Line Cost
1.00	General Requirements				
1.01	Mobilization, Demobilization, Site Prep. and Restoration	LS	1		
1.02	Access Route Protection and Restoration	LS	1		
2.00	Water/TESC/SPCC Plans				
2.01	Temporary Erosion and Sediment Control (TESC) Plan	LS	1		
2.02	Spill Prevention Control and Countermeasure (SPCC) Plan	LS	1		
3.00	Site Preparation and TESC Measures	LS	1		
4.00	Trestle Demolition				
4.01	Trestle Site 1	LS	1		
4.02	Trestle Site 2	LS	1		
5.00	Material Disposal				
5.01	Trestle 1 material disposal	LS	1		
5.02	Trestle 2 material disposal	LS	1		
	Construction Subtotal				
	Thurston County sales tax (8.4%)				
	Project Construction Total				

LS - Lump Sum

Bid Guarantee Period

I agree to hold this bid open for a period of **45 days** after the bid opening. If this bid is accepted I agree to execute a Contract and/or Purchase Order with Thurston Conservation District along with furnishing all required bonding (if required) and insurances.

Attachments Required

Failure to provide any of the required attachments will result in bid disqualification.

INTENT TO PAY PREVAILING WAGES

The undersigned hereby agrees to pay labor not less than the prevailing rate of wages set forth in the Special Provisions for this project.

REFERENCES & QUALIFICATIONS

The undersigned understands that the Thurston Conservation District reserves the right to contact the references provided within this bid package to determine the manner and quality of work done. The Thurston Conservation District reserves the sole right to determine the adequacy of the experience and responsibility of any bidder based on information provided by the references and qualifications provided, and also reserves the right to deny award to the apparent low bidder based on this determination. The undersigned also certifies that there has been no collusion with or undue influence placed on the listed references to either falsify or withhold information regarding past work performance and business practices.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

Initial to acknowledge receipt and consideration of bid addendums in preparing this bid Proposal:

Addendum 1: _____

Addendum 3: _____

Addendum 2: _____

Addendum 4: _____

By: _____

Signature

Printed Name

Title

MANDATORY BIDDER RESPONSIBILITY CHECKLIST

The following checklist will be used by Owners in documenting that a Bidder meets the mandatory bidder responsibility criteria. **Bidders shall print a copy of the applicable documentation from the appropriate website to include with this checklist.** This form and associated documentation shall be submitted as part of the Bidder's Bid.

General Information		Bid Submittal Deadline: 10am August 31, 2026	
Project Name: Independence Valley Trestle Demolition		Project Number: 2026-12	
Bidder's Business Name:			
Contractor Registration:			
License Number:		Status: Active: Yes ☐ No ☐	
Effective Date (must be effective on or before Bid Submittal Deadline):		Expiration Date:	
Current UBI Number:			
UBI Number:		Account Closed: Open ☐ Closed ☐	
Industrial Insurance Coverage – Attach a copy of the Employer Liability Certificate that is available at: https://fortress.wa.gov/lni/crpsi/MainMenu.aspx			
Account number:		Account Current: Yes ☐ No ☐	
Employment Security Department Number:			
State Excise Tax Registration Number:			
Tax Registration Number:		Account Closed: Open ☐ Closed ☐	
Contractor Licenses:			
Bidder certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency. Further, the Bidder agrees not to enter into any arrangements or contracts related to this Contract with any party that is on the Excluded Parties List System, now maintained on the System for Award Management website at: https://www.sam.gov		Yes ☐ No ☐	
Name and Address of Registered Agent, General Partner, or Managing Member			
Name and Title:		Address:	

PROJECTS SIMILAR IN SCOPE AND COMPLEXITY

Identify and describe three projects entered and performed by the Bidder within the last five (5) years where project work that is similar in scope and complexity has been completed.

Project Name:			
Initial Contract Start/End Date:		Actual Contract End Date:	
Initial Contract Value:		Final Contract Value:	
Owner Name:		Owner Phone #:	
Contact Name:		Contact Phone #:	
Detailed description of how project is similar in scope and complexity:			

Project Name:			
Initial Contract Start/End Date:		Actual Contract End Date:	
Initial Contract Value:		Final Contract Value:	
Owner Name:		Owner Phone #:	
Contact Name:		Contact Phone #:	
Detailed description of how project is similar in scope and complexity:			

Proposed Approach

Describe below your proposed work schedule and timeline, equipment to be used, disposal method and location, how you will maintain ingress and egress for residents and farmers, TESC strategy, and staff assigned to the project.

SUPPLEMENTAL BIDDER CERTIFICATIONS

As part of the Supplemental Bidder Responsibility Criteria documentation, the Bidder shall complete all of the following Certifications by checking the appropriate boxes and signing the bottom portion of the form. If the Bidder has been involved in any of the described activities, then on a separate sheet, provide a written explanation as discussed below.

Termination for Cause Certification / Explanation

Instructions to Bidders: **check the appropriate box**

- ☐ The undersigned certifies that the Bidder has not had any public works contracts terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project.
- ☐ Alternatively, the undersigned confirms that the Bidder has had any public works contracts terminated for cause by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project.

If the Bidder has had any public works contracts terminated for cause as discussed above, provide a written explanation for all contracts terminated for cause by identifying the Project contract which was terminated, the government agency which terminated the contract, the date of the termination, and a description of the circumstances surrounding the termination.

Liquidated Damages Certification / Explanation

Instructions to Bidders: **check the appropriate box**

- ☐ The undersigned certifies that the Bidder has not been assessed liquidated damages related to the performance of a public works contract by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project.
- ☐ Alternatively, the undersigned confirms that the Bidder has been assessed liquidated damages related to the performance of a public works contract by a government agency during the five (5) year period immediately preceding the bid submittal deadline for this Project.

If the Bidder has been assessed liquidated damages as discussed above, provide a written explanation for all liquidated damages paid by identifying the Project, the government agency which assessed the liquidated damages, the amount of the liquidated damages, the date the liquidated damages were paid, and a description of the circumstances surrounding the assessment.

Litigation Certification / Explanation

Instructions to Bidders: **check the appropriate box**

- ☐ The undersigned certifies that the Bidder has not been a party as a plaintiff or defendant in any lawsuits, in Washington State superior or district court in the Puget Sound region (defined as King, Kitsap, Pierce, Snohomish, and Thurston Counties), U.S. District Court for the Western District of Washington, or tribal court, during the ten (10)-year period immediately preceding the bid submittal deadline for this Project, involving any issues relating to work done by the Bidder, which were resolved adversely to the Bidder through judgment or settlement. The undersigned also certifies that the Bidder has not been a party as a plaintiff or defendant in any lawsuits in any state, tribal, or federal court anywhere in the United States, during the ten (10)-year period immediately preceding the bid submittal deadline for this Project, involving any issues relating to work done by the Bidder, which were resolved adversely to the Bidder through judgment or settlement.
- ☐ Alternatively, the undersigned confirms that the Bidder has been a party as a plaintiff or defendant in a lawsuit or lawsuits as noted above.

If the Bidder has been involved in litigation as discussed above, provide a written explanation for all lawsuits in which the Bidder has been involved in the preceding ten (10) years, identifying the parties, court, case number, status of case, and judgment and penalties, if appropriate.

Public Bidding Crimes Certification / Explanation

Instructions to Bidders: **check the appropriate box**

- ☐ The undersigned certifies that the Bidder has not been convicted of a crime involving bidding on a public works contract.
- ☐ Alternatively, the undersigned confirms that the Bidder has been convicted of a crime involving bidding on a public works contract.

If the Bidder has been convicted of a public bidding crime as discussed above, provide a written explanation of the conviction(s) in which the Bidder was involved, identifying the parties, court, case number, status of case, and judgment and penalties, if appropriate.

Date	Proper Name of Bidder
	Signature
	Printed Name
	Title

NOTES:

1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a Corporation, this proposal must be executed by its duly authorized officials.

MANDATORY SUBCONTRACTOR RESPONSIBILITY CHECKLIST

The following checklist may be used by Owners, Contractors, and Subcontractors in documenting that a subcontractor of any tier meets the subcontractor responsibility criteria. **Bidders shall print a copy of the applicable documentation from the appropriate website to include with this checklist.** This form and associated documentation shall be submitted as part of the Supplemental Bidder Responsibility Criteria.

General Information	
Project Name:	Project Number:

Subcontractor's Business Name:	
Subcontractor Registration:	
License Number:	Status: Active: Yes ☐ No ☐
Effective Date (must be effective on or before Subcontract Bid Submittal Deadline):	Expiration Date:
Current UBI Number:	
UBI Number:	Account Closed: Open ☐ Closed ☐
Industrial Insurance Coverage – Attach a copy of the Employer Liability Certificate that is available at: https://fortress.wa.gov/lni/crpsi/MainMenu.aspx	
Account number:	Account Current: Yes ☐ No ☐
Employment Security Department Number:	
State Excise Tax Registration Number:	
Tax Registration Number:	Account Closed: Open ☐ Closed ☐
Contractor Licenses:	

Contractor and Plumber Infraction List:	
Is Subcontractor on Infraction List? Yes ☐ No ☐	
Not Disqualified from Bidding:	
Is the Subcontractor listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes ☐ No ☐	
Name and Address of Registered Agent, General Partner, or Managing Member	
Name and Title:	Address:

BID BOND

KNOW ALL PARTIES BY THESE PRESENTS, That we, _____

Of _____ as principal, and the _____

a corporation duly organized under the laws of the state of Washington, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto the **Thurston Conservation District** in the full and penal sum of **five (5) percent to the total amount of the bid proposal** of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following construction, to wit:

Independence Valley Trestle Demolition #2026-08

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by the **Thurston Conservation District** within a period of twenty (20) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, 2026.

(Principal)

(Surety)

(Attorney-in-fact)

Construction Contract

This contract, made and entered into this ____ day of _____, 2026, shall be the agreed basis of performing the following work by and between Thurston Conservation District, hereinafter referred to as the Owner, and _____ hereinafter referred to as the Contractor.

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

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc., necessary to perform and complete in a workmanship like manner the work called for in the contract documents entitled: **Independence Valley Trestle Demolition #2026-12**

SECOND: Time of Completion: The work to be performed under this contract shall commence as soon as the Contractor has been officially notified to proceed and shall be substantially complete by June 1, 2027.

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

THIRD: In consideration of the Performance of the Work, herein contained on the part of the Contractor, the Owner hereby agrees to pay the Contractor for said work completed according to the Contract Documents, the sum of \$_____ plus 8.4% State Sales Tax consisting of the following:

BASE BID and TOTAL CONTRACT AMOUNT \$_____

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

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

SIXTH: The Contractor shall procure and shall maintain until final acceptance of the work, such

insurance as will protect the landowner, Thurston Conservation District, and its supervisors, director, agents, and employees, for claims arising out of or resulting from Contractor's work under this Contract Agreement, whether performed by the Contractor, or by anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. The Contractor's insurance shall include contractual liability coverage and additional insured coverage for the benefit of the Contractor, TCE, Landowner and anyone else either is required to name (as set forth in the schedule below), and shall specifically include coverage for completed operations. The insurance required to be carried by the Contractor and any Subcontractors shall be PRIMARY AND NON-CONTRIBUTORY. With respect to each type of insurance specified hereunder, the Conservation District's insurances shall be excess to Subcontractor's insurance. The coverage provided under the Contractor's commercial general liability policy shall be written on an "occurrence" basis and no policy provisions shall restrict, reduce, limit, or otherwise impair contractual liability coverage or the Conservation District's status as additional insured. Not less than five (5) days prior to commencement of the work and until final acceptance of the work, Contractor shall provide the Conservation District with certificate(s) of insurance evidencing the required insurance coverage with the limits stated below or elsewhere in the Contract documents. Further, the Contractor shall provide the Conservation District thirty (30) days written notice of a change or cancellation in coverage.

The Contractor shall maintain no less than the limits specified in the Washington Department of Transportation's Standard Specifications for Road, Bridge, and Municipal construction M 41-10 Section 1-07.18 each of the following insurance coverages:

1-07.18(5) Required Insurance Policies

1. Owners and Contractors Protective (OCP) Insurance providing bodily injury and property damage liability coverage, with limits of \$3,000,000 per occurrence and per project in the aggregate for each policy period, which shall be written solely on a standard surety provided form. No other forms or exclusions shall be accepted, added, or amended to this policy. This policy shall be kept in force from the execution date of the Contract until the Physical Completion Date. OCP Insurance shall not be subject to a deductible or contain provisions for a deductible, nor shall it provide for any language rendering it excess over any other coverage available to a named insured for the claims alleged.

3. Commercial General Liability (CGL) Insurance written under ISO Form CG0001, with minimum limits of \$3,000,000 per occurrence and in the aggregate for each 1-year policy period. This coverage must be on a primary and non-contributory basis only. Products and completed operations coverage shall be provided for a period of 3 years following Substantial Completion of the Work. At the discretion of the Contractor, the CGL may contain provisions for a deductible. If a deductible applies to any claim under this policy, then payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of liability against the Contracting Agency. However, in no event shall any provision for a deductible provide for a deductible in excess of \$50,000.00.

3. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the Work, with a combined single limit of not less than \$1,000,000 per occurrence. This coverage may be any combination of primary, umbrella, or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence, with Thurston Conservation District, and the landowners named as an additional insured or designated insured in connection with the Contractor's performance of the Contract. If pollutants are to be transported, MCS 90 and CA 99 48 endorsements are required on the Commercial Automobile Liability insurance policy unless in-transit pollution risk is covered under a Pollution Liability insurance policy. At the discretion of the Contractor the Commercial Automobile Liability policy may contain provisions for a deductible. If a deductible applies to any claim under this policy, then payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of liability against the Contracting Agency. However, in no event shall any provision for a deductible provide for a deductible in excess of \$50,000.00.

SEVENTH: The venue for any legal action related or indirectly related to the project will be Thurston County Superior Court.

EIGHTH: Boundaries -- Conservation District will supply the Contractor with a legal description of the property and/or stake or mark the work area. Contractor will confine operations to the work area and any other area identified for parking and staging use.

NINTH: Labor and Material -- The Contractor shall pay all valid charges for labor and material incurred by Contractor and used in the construction of the project and shall keep the property free from liens and claims. However, no waiver or release of mechanic's lien given by Contractor or a Subcontractor shall be binding until all payments due to the Contractor under this Contract when the release was executed have been made. Contractor further acknowledges that the Indemnification Clause above applies to Subcontractor claims for payment, including liens, whether or not those claims have been asserted in formal litigation

TENTH: Concealed Conditions -- If Contractor should encounter concealed conditions that were not reasonably anticipated by Contractor, such as rock, unexpected subsurface or soil conditions, unexpected water, hazardous materials, or other condition that differs materially from that which would be reasonably expected by a competent contractor in the trade, Contractor will call such conditions to the attention of Conservation District immediately, and the contract price and time for completion will be accordingly adjusted for any delay or extra work required to address the concealed condition. Unusually inclement weather is not a concealed condition under this clause.

ELEVENTH: Right to Stop Work -- Conservation District shall have the right to stop work for any reason and may keep the job idle for no more than one month without an adjustment in Contract price. If the delay exceeds one month, Contractor shall have the right to renegotiate

the price, and Conservation District shall have the right to terminate Contractor without additional payment if the negotiation does not result in a mutually agreeable price. Contractor shall be entitled to additional contract time equal to the length of any delay under this clause.

TWELFTH: Binding on Successors -- All of the provisions of this Contract will be binding on the assignees, successors, parent companies, and subsidiary companies of both parties. If either party is acquired by a corporation through purchase, merger, or consolidation, the provisions of this Contract will be binding on the successor or surviving corporation.

THIRTEENTH: Invalidity -- The invalidity of or unenforceability of any provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Further, both parties have negotiated, or have had the opportunity to negotiate, all the terms of the Contract.

FOURTEENTH: Amendments and Waivers -- All amendments and other modifications of this Contract shall be in writing and signed by each of the parties. The delay or failure of any party to insist, in any one instance or more, upon strict performance of any of the terms or conditions of this Contract or to exercise any right hereunder shall not be construed as a waiver of any such terms, conditions or rights.

The contract documents include the special conditions which define the order of interpretation if conflicts are found. This provision can be found in Section 1-04.2.

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

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

Contractor:	Project Sponsor/Owner:
	Thurston Conservation District (TCD)
By:	By:
Title:	Title:
Date:	Date:
Washington State Contractors License No.:	
Federal Tax Id. No.	
UBI. No.	

AMENDMENTS AND SPECIAL PROVISIONS INTRODUCTION

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

GENERAL REQUIREMENTS AND AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

The project specifications presented here as Special Provisions define work scope and minimum requirements associated with the implementation / construction of the proposed Eld Inlet Bulkhead Removal Project. The special provisions provided in the following sections supplement the WA Department of Transportation Standard Specifications listed below (referred to as WSDOT thereafter), with new, replaced, or modified requirements specific to this project.

WSDOT Specification: Standard Specifications for Road, Bridge, and Municipal Construction (M 41-10), WA Department of Transportation, 2026.

This project specifications supplement and further explain design notes presented in Final Design Drawing Plan Set. They do not replace or modify design sheet notes.

In addition, Contractor shall refer to permit documents for all permitting conditions & constraints and all regulatory requirements.

DIVISION 1 - GENERAL REQUIREMENTS

1-01 DEFINITIONS AND TERMS - LOCAL AGENCY

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

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

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

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

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

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

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

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

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

PROJECT: Independence Valley Trestle Demolition.

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

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

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

Contracting Agency: Thurston Conservation District (TCD).

Consultant: None

Project Manager: Project Manager from TCD, or PM assigned representative, acting directly for the Owner and Sponsor.

Engineer: TCD project engineer, or Engineer assigned representative

Laboratory: The laboratory designated by the Engineer.

Contractor: Contactor awarded construction of project, including contractor's subcontractor(s).

Landowner: Owner of the property.

WORK: action described in the plans or special provisions

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

Contract Plans: Final design drawing plan set.

Sheet(s): Specific sheet(s) of final design drawing plan set.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

This section is revised to read:

The landowner may need to prequalify bidder before contract is signed.

A list of similar projects previously completed by Bidder, including contact person with their telephone number, and date project was completed, shall be included in the List of Similar Projects section. Contractor is required to have successfully performed three (3) projects of similar scope within the last Five (5) years, including at least one project totaling at least \$30,000.

For the purposes of determining whether Bidders are pre-qualified, "similar"

- Work involving permit requirements per 1-07.5 "Fish and Wildlife and Ecology regulations" and 1-07.6 "Permits and Licenses" through WDFW, USFWS, ACOE, and WADOE including permits such as a 401, 404, HPA.
- Water management through temporary erosion control measures around wetlands, shorelines, or floodplains.

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

1. Five years' experience with similar project work.
2. Three projects within seven years greater than \$30,000
3. Be able to demonstrate in the above projects how they were managed to comply with erosion control and other permitting requirements.

1-02.2 Plans and Specifications

This section is revised to read:

Project Manager shall provide access to electronic versions of the Contract document (Contract Form, Specifications, Bid Forms and Plans) to Contractor for project bidding purposes through Builders Exchange of Washington (www.bxwa.com). Contractor shall make all other copies of Contract documents needed for completion of Contractor's work.

1-02.3 Estimated Quantities

Include as written.

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

1-02.4(1) General

This section is supplemented with the following:

All prospective bidders are required to participate in the onsite pre-bid meeting prior to bidding.

1-02.4(2) Subsurface Information

Include as written.

1-02.5 Proposal Forms (Bid Forms)

This section is revised to read:

All prospective bidders must submit proposals electronically on the forms provided in the provided bid proposal package.

1-02.6 Preparation of Proposal

This section is supplemented with the following:

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

1-02.7 Bid Deposit

This section is revised to read:

If the proposal bid is accepted and the contract be awarded the Contractor shall furnish a 5 percent bond to the owner within a period of twenty (20) days from the date of award, exclusive of the day of such award.

1-02.8 Non-collusion Declaration and Lobbying Certification

Include as written.

1-02.9 Delivery of Proposal

This section is revised to read:

1. The bid proposal shall be emailed to Katrinka Hibler at katrinka@thurstoncd.com with the subject line Green Cove Creek Habitat Restoration and Contractor name.
2. This project is being bid with the Small Works Roster. A public bid opening will not be held.

1-02.10 Withdrawal or Revision of Proposal

Include as written.

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

1-02.12 Public Opening of Proposals

This section is supplemented with the following:

After the Bid Opening, Bidders may obtain bid results from the Project Manager by emailing the contact listed on the cover of the bid proposal or checking the listing on BXWA.

1-02.13 Irregular Proposals

This section is revised to read:

A Proposal will be considered irregular and may be rejected if it does not comply with the requirements specified in the Notice of Invitation for Bids.

1-02.14 Disqualification of Bidders

Include as written.

1-02.15 Pre-Award Information

Include as written.

1-02.16 Bid Amounts

This section is added:

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

This section is supplemented with the following:

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

1-03.2 Award of Contract

Include as written.

1-03.3 Execution of Contract

This section is revised to read:

The bidder will return to the Owner a signed contract, insurance certificate(s) and bonds within five (5) days after receipt of contract. If the apparent successful bidder fails to sign all contractual documents or provide the bond and insurance as required or return the documents within five (5) days after receipt of the contract, the Owner may terminate the award of the contract or award to the next bidder.

1-03.4 Contract Bond

Item 1 is revised to read:

1. Be on a standard surety provided form;

1-04 SCOPE OF WORK

1-04.1 Intent of the Contract

Include as written.

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

Include as written.

1-04.4 Changes

This section is supplemented with the following:

If Owner desires to order a change in the Work, it may request a written Change Order proposal from Contractor.

1. Due to the short and critical duration of this type of project, Contractor shall submit a Change Order proposal within 24 hours of the request from Owner, or within such other period as mutually agreed.
2. Contractor's Change Order proposal shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time,

and including compensation for all delays in connection with such change in the work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in Work.

3. Upon receipt of the Change Order proposal, or a request for equitable adjustment in the Contract Sum or Contract Time, Owner may accept or reject the proposal, request further documentation, or negotiate acceptable terms with the Contractor.

4. Pending agreement on the terms of the Change Order, Owner may direct Contractor to proceed immediately with the Change Order Work. Contractor shall not proceed with any change in the Work until it has obtained Owner's approval. All Work done pursuant to any Owner-directed change in the Work shall be executed in accordance with the Contract Documents.

5. If Owner and Contractor reach agreement on the terms of any change in the Work, including any adjustment in the Contract Sum or Contract Time, such agreement shall be incorporated in a Change Order. The Change Order shall reflect full payment and final settlement of all claims for time and for direct, indirect and consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the request for equitable adjustment.

6. A request for an equitable adjustment in the Contract Sum shall be based on written notice delivered to the Owner within 24 hours of the occurrence of the event giving rise to the request. For purposes of this part, "occurrence" means when Contractor knew, or in its diligent prosecution of the Work should have knowledge of the event giving rise to the request. If the Contractor believes it is entitled to an adjustment in the Contract Sum, Contractor shall immediately notify the Owner and begin to keep and maintain complete, accurate and specific daily records. Contractor shall give the Owner access to any such records and, if requested, shall promptly furnish copies of such records to Owner.

7. Contractor shall not be entitled to any adjustment in the Contract Sum for any occurrence of events or costs that occurred more than 24 hours before Contractor's written notice to the Owner. The written notice shall set forth, at a minimum, a description of:

The event giving rise to the request for an equitable adjustment in the Contract Sum;

The nature of the impacts to Contractor and Subcontractors, if any; and,

To the extent possible, the amount of the adjustment in Contract Sum requested.

8. Failure to properly give such written notice shall, to the extent Owner's interests are prejudiced, constitute a waiver of Contractor's right to an equitable adjustment.

9. When the request for compensation relates to a delay or other change in Contract Time, Contractor shall demonstrate the impact on the critical path of the schedule attributable to the change of Work or event(s) giving rise to the request for equitable adjustment. Contractor shall be responsible for showing clearly on the Progress Schedule that the change or event:

a. Had specific impact on the critical path and, except in case of concurrent delay, was the sole cause of such impact; and

b. Could not have been avoided by re-sequencing of the Work or other reasonable alternatives.

1-04.5 through 1-04.11 Procedure and Protest to Final Cleanup

Include as written.

1-05 CONTROL OF WORK

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

Include as written.

1-05.3 Working Drawings

This section is supplemented with the following:

The Contractor shall keep a hard copy of the Contract Plans and Specifications on site at all times. These documents shall be provided to the Engineer on site at their request by the Contractor. These drawings should clearly note any deviations from the Contract Plans that have been approved by the Engineer.

1-05.4 Conformity with and Deviation from Plans and Stakes

Include as written.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be observed

Include as written.

1-07.2 State Taxes

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

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

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

1-07.5 Environmental Regulations

1-07.5(1) General

This section is supplemented with the following:

The Contracting Agency has an HPA and other permits (attached).

Consultation with the US Army Corps of Engineers determined that no Corps Permit was needed.

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

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

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

This section is supplemented with the following:

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

project site.

4. Emergency spill response plan, including strategies to contain fluids if a hydraulic line is broken.

5. Use biodegradable hydraulic fluid for equipment operated adjacent to the stream per HPA permit requirement. Documentation of type hydraulic fluid used and maintenance records are required 7 days prior to beginning work.

1-07.6 Permits and Licenses

This section is amended with the following:

The Project Manager shall be responsible for obtaining all environmental permits required for construction, excluding business licenses and permits required for the Contractor's business.

The Contractor shall be given a copy of the HPA and any other applicable permits. The

Contractor shall comply with all permit requirements and keep a copy of the permits on site at all times.

1-07.7(2) Load Limit Restrictions

Include as written.

1-07.8 High Visibility Apparel

Include as written.

1-07.9 Wages

Include as written.

1-07.16 Protection and Restoration of Property

Include as written.

1-07.17 Utilities and Similar Facilities

Include as written.

1-07.18 Public Liability and Property Damage Insurance

Include as written.

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

Include as written.

1-08 PROSECUTION AND PROGRESS

1-08.1 through 1-08.2 Subcontracting and Assignment

Include as written.

1-08.4 Prosecution of Work

Include as written.

1-08.5 Times for Completion

This section is revised to read:

The Contractor shall accomplish all work by the dates shown on the Project Schedule. The Contractor may work beyond normal business hours as approved by the project manager.

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

Include as written.

1-08.9 Liquidated Damages

Include as written.

1-08.10 Termination of Contract

Include as written.

1-09 MEASUREMENT AND PAYMENT

Include as written.

1-10 SAFETY PRECAUTIONS

This section is added:

1. Contractor shall be responsible for initiating, maintaining, and supervising all aspects of safety precautions and programs involved with the project.
2. Contractor shall be responsible for verifying that slope conditions are safe at all times while conducting their work in line with the drawings, specifications and permit conditions.
3. Contractor shall maintain a comprehensive health and safety plan and keep a physical printed copy of the site-specific plan on site at all times. The Engineer may request to review this plan at any time during the project.
4. In carrying out its responsibilities according to the Contract Documents, Contractor shall protect the lives and health of employees performing the Work and other persons who may be affected by the Work; prevent damage to materials, supplies and equipment whether on site or stored off-site; and prevent damage to other property at the site or adjacent thereto. Contractor shall comply with chapter 296-800 WAC and all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; shall erect and maintain all necessary safeguards for such safety and protection; and shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.
5. Contractor shall maintain an accurate record of exposure data on all incidents relating to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies or Contractor shall immediately report any such incident to Owner and appropriate jurisdictions. The Owner shall, at all times, have a right of access to all records of exposure.
6. All work shall be performed with due regard for the safety of the public. Contractor shall perform the Work so as to cause a minimum of interruption of vehicular traffic or inconvenience to pedestrians. All arrangements to care for such traffic shall be Contractor's responsibilities. All expenses involved in the maintenance of traffic by way of detours shall be borne by Contractor.
7. In an emergency affecting the safety of life or the Work or of adjoining property, Contractor is permitted to act, at its discretion, to prevent such threatened loss or injury, and Contractor shall so act if authorized or instructed.
8. Nothing provided in this section shall be construed as imposing any duty upon the Owner with regard to, or as constituting any express or implied assumption of control or responsibility over, project site safety, or over any other safety conditions relation to employees or agents of the Contractor or any of its Subcontractors, or the public.

DIVISION 2 – Temporary Features

2-01 Mobilization

Added:

General Requirements

The Contractor shall protect existing property line stakes, adjacent private property, all utilities, overhanging trees, native substrate, and native vegetation. Any damage due to the Contractor's

operations to the portions of the existing facilities which are to remain in place shall be repaired by the Contractor at no cost to the Contracting Agency. All repairs shall be approved by the Engineer at the time repairs are complete. All debris or deleterious material resulting from construction shall be removed from the area and prevented from entering the water.

Project access routes shall be in equal or improved condition compared with pre project conditions at the completion of the project.

Brush and tree limbs along the access route may be cut back to provide adequate access.

3-02.4 Measurement

Replacement:

No measurement will be made for "Mobilization, Demobilization, Site Prep, and Restoration" or "Access Route Protection and Restoration".

2-01.5 Payment

Replacement:

Payment will be made in accordance with Section 1-04.1 for contract price per lump sum for Bid Item 1.01, **Mobilization, Demobilization, Site Prep, and Restoration**, and Item 1.02, **Access Route Protection and Restoration**, shall be full compensation for all labor, material, tools, equipment, and incidentals required to perform the project.

DIVISION 3 – EARTHWORK

3-02 Removal of Structures and Obstructions

3-02.3 General Instructions

Supplement:

The Contractor shall dispose of all items in accordance with current Federal, State, and local regulations and provisions, and following Best Management Practices. This work shall consist of removal, wholly or in part, and satisfactory disposal of any obstructions, as shown on Contract Plans or as directed by the Engineer.

The Work described in this section includes the following:

1. General Demolition, Removal, and Disposal
 - a. All Trestle members and pilings

All debris and materials removed from site shall be disposed of at a qualifying waste site as stated in the Construction Work Plan.

No waste site has been provided for the disposal of clearing and grubbing debris. Disposal of debris in a Contractor-provided waste site.

The 2017 Best Management Practices described by Washington Department of Natural Resources standards for Pile Removal and Disposal must be followed.

3-02.3 Construction Requirements

Supplement:

General Requirements

The Contractor shall protect existing property line stakes, adjacent private property, all utilities, overhanging trees, native substrate, and native vegetation. Any damage due to the Contractor's operations to the portions of the existing facilities which are to remain in place shall be repaired by the Contractor at no cost to the Contracting Agency. All repairs shall be approved by the Engineer at the time repairs are complete. All debris or deleterious material resulting from construction shall be removed from the area and prevented from entering the water.

3-02.4 Measurement

Replacement:

No measurement will be made for Removal of Structures and Obstructions

2-01.5 Payment

Replacement:

Payment will be made in accordance with Section 1-04.1 for contract price per lump sum for Bid Item 4, **Trestle Demolition**, and Item 5, **Material Disposal**, shall be full compensation for all labor, material, tools, equipment, and incidentals including hauling and disposal necessary to complete the Work as specified in this contract.

DIVISION 8 – MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Introduction

Include as written.

8-01.3(1)A TESC and SPCC Plans

This section supplemented with the following:

The Contractor shall be aware of the potential for erosion, and silt entrained from the exposed ground after removal of timber and piling materials. The Contractor shall control the potential for erosion of freshly exposed soils.

In anticipation of rain events, the Contractor shall be prepared to place BMPs, such as straw wattles, with approval from the Engineer. It is the Contractor's responsibility to install and maintain BMPs as necessary to prevent siltation and silt-laden waters from entering surface waters and comply with all applicable permit regulations for surface water quality standards. No erosion and sediment control BMPs shall be placed below the ordinary high water line. If sedimentation and runoff of the work site becomes an issue during work, the Contractor shall stop work and contact the project manager.

Erosion and sediment control BMPs to be used shall be as described in "The Stormwater Management Manual for Western Washington" most current edition.

8-01.3(1) Water Management

This section is modified as follows:

In performing work near the water, the Contractor shall pay particular attention to the conditions of issued permits and authorizations requiring the minimization of turbidity and siltation and adherence to water quality requirements. All work shall be scheduled and performed in a manner appropriate to the conditions of relevant permits. All excavation shall be done "in the dry," meaning that no excavation shall occur in the water.

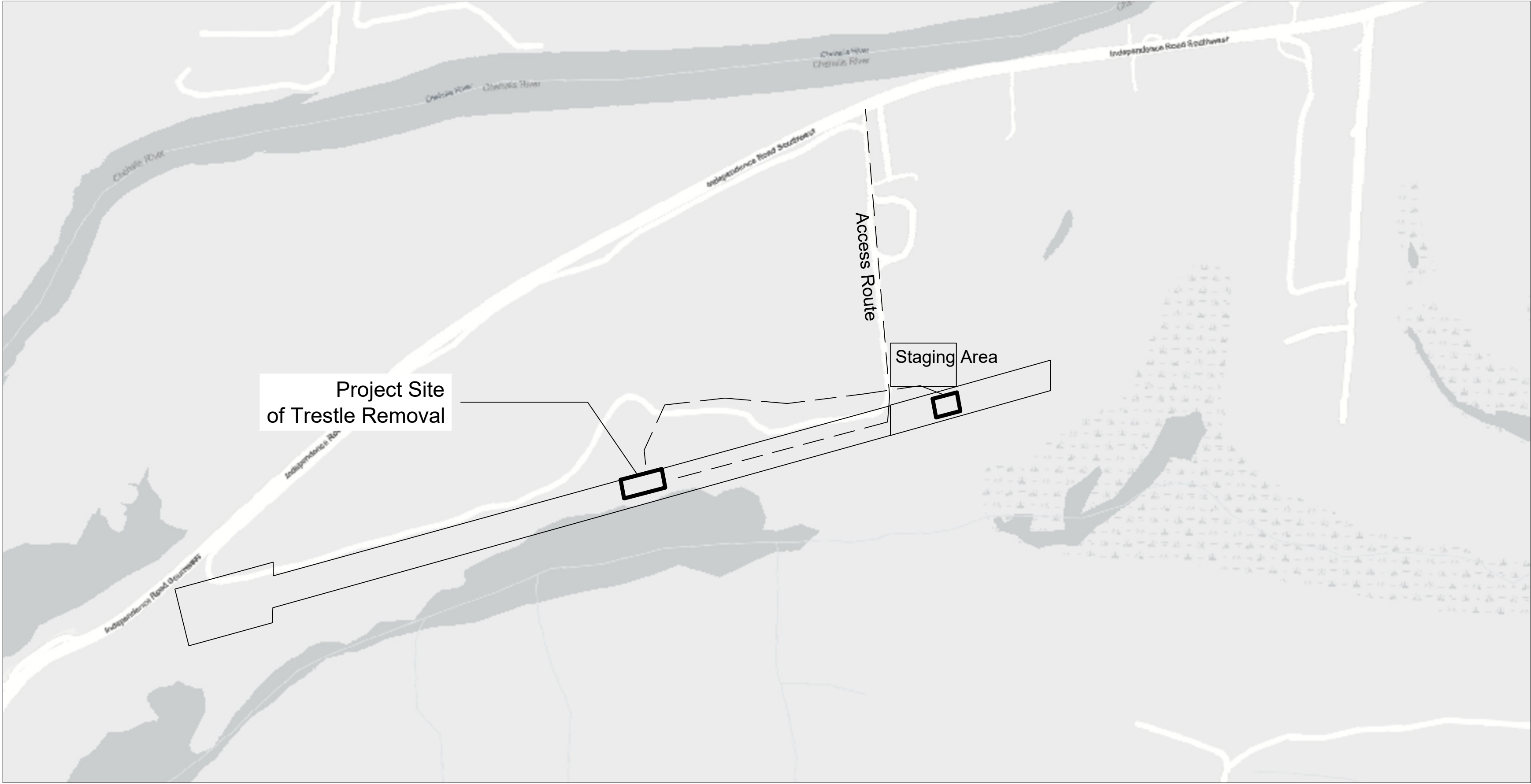
The Contractor shall clean up each portion of the site immediately after construction is completed in that area. Cleanup shall be in compliance with 1-04.11 Final Cleanup. Any depressions left from the removal of obstructions shall be smoothed to avoid fish entrapment. In addition, any disturbed surfaces shall be restored to pre-construction conditions after completion of the work.

8-01.4 Measurement

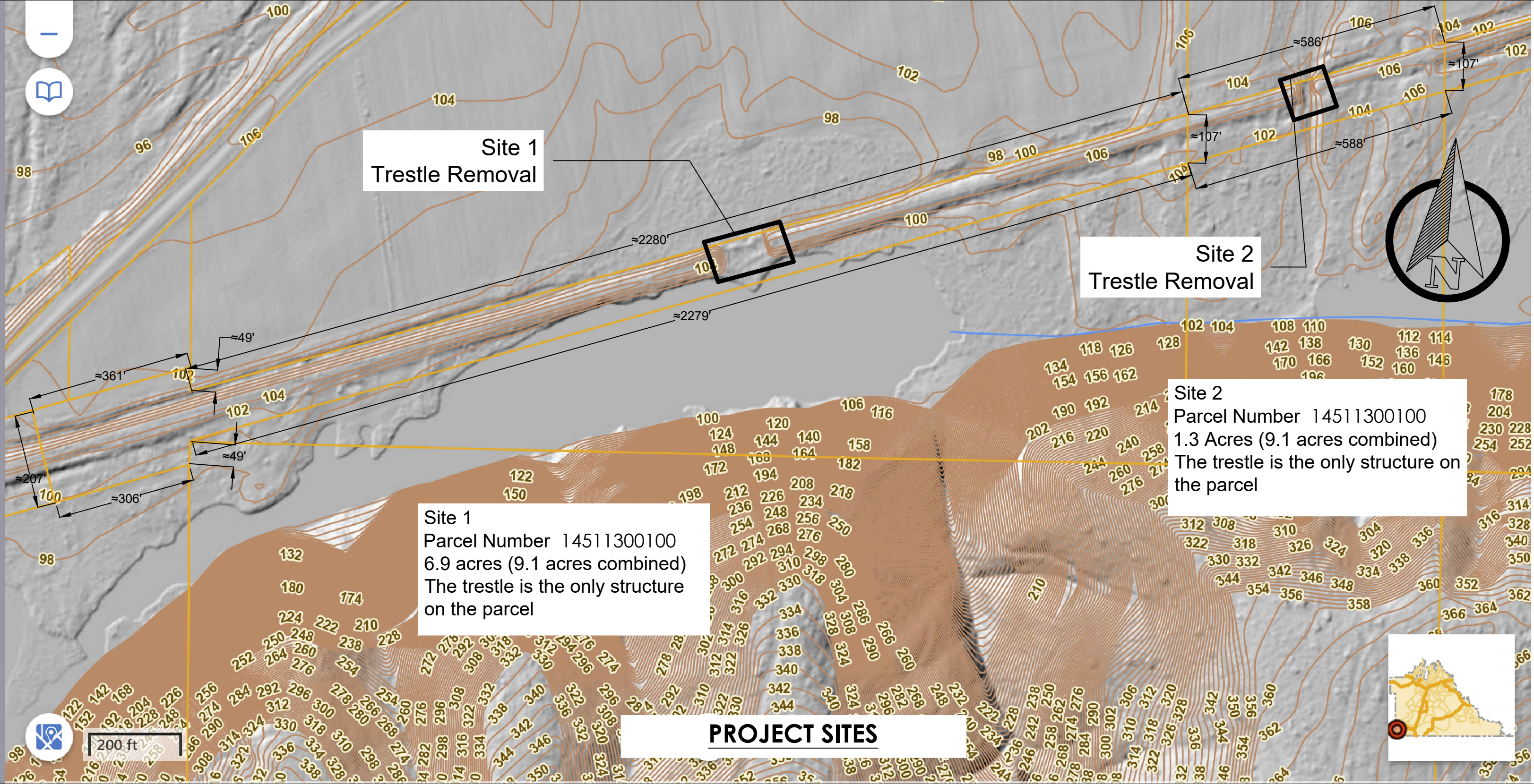
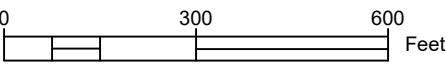
No unit of measurement will apply to "Temporary Erosion and Sediment control (TESC) Plan", "Spill Prevention Control and Countermeasure (SPCC) Plan" or "Site Preparation and TESC Measures"

8-01.5 Payment

Payment will be made for Bid Item 2.01 **Temporary Erosion and Sediment Control (TESC) Plan**, Bid Item 2.02 **Spill Prevention Control and Countermeasure (SPCC) Plan** and Bid Item 3 **Site Preparation and TESC Measures**, as per the bid list. The lump sum payments shall be full compensation for preparation of the plans and all installing, monitoring, maintaining and removal of all erosion and water pollution control features and BMPs.



PROJECT SITE ACCESS



PROJECT SITES



IMAGES OF THE TRESTLES TO BE REMOVED

PROJECT NOTES:
The trestle members will be removed following the best management practices described by Washington State DNR's guidance for pile removal and disposal (2017).

Work will be completed during the dry season when there is no standing water on the site.



THURSTON CONSERVATION DISTRICT
582 TILLEY Court SE, SUITE 152
TUMWATER, WA 98501
360-878-0591

NO.	HISTORY / REVISION	BY	CHK	DATE

Lewis Lepman III Trust, Bill Lepman
12231 Independence Rd SW,
Rochester, WA 98579

Site Map Parcel: 14511300100

DRAWN	KH
CHECK	
APPROVED	
DATE	07/17/2026
JOB #	
SHEET	
1 of 1	

**Washington Department of Natural Resources
Derelict Creosote Piling Removal
Best Management Practices
For Pile Removal & Disposal**

The following Best Management Practices (BMPs) are adapted from EPA guidance (2005), Washington State Department of Transportation (WSDOT) methods and conservation activities as included in Joint Aquatic Resources Permit Application (JARPA) 2005, and Washington State Department of Resources (WADNR) “Standard Practice for the Use and Removal of Treated Wood and Pilings on and from State-Owned Aquatic Lands” 2005, as well as WADNR’s practical experience through managing piling removal projects since 2006.

The purpose of these BMPs is to control turbidity and sediments re-entering the water column during pile removal, and prescribe debris capture and disposal of removed piles and debris.

BMP 1. PILE REMOVAL

Crane operator shall be experienced in pile removal. Piles will be removed slowly. This will minimize turbidity in the water column as well as sediment disturbance. Pulled pile shall be placed in a containment basin to capture any adhering sediment. This should be done immediately after the pile is initially removed from the water.

A. Vibratory extraction

1) This is the preferred method of pile removal. Vibratory extraction shall always be employed first unless the pile is too decayed or short for the vibratory hammer to grip. After consultation with WADNR, the alternative options listed below may be used.

2) The vibratory hammer is a large mechanical device (5-16 tons) that is suspended from a crane by a cable. The hammer is activated to loosen the piling by vibrating as the piling is pulled up. The hammer is shut off when the end of the piling reaches the mudline. Vibratory extraction takes approximately 15 to 30 minutes per piling depending on piling length and sediment condition.

3) Operator will “Wake up” pile to break up bond with sediment.

- Vibrating breaks the skin friction bond between pile and soil.
- Bond breaking avoids pulling out a large block of soil – possibly breaking off the pile in the process.
- Usually there is little or no sediment attached to the skin of the pile during withdrawal. In some cases material may be attached to the pile tip, in line with the pile.

B. Direct Pull

1) This method is optional if the contractor determines it to be appropriate for the substrate type, pile length, and structural integrity of the piling. Vibratory extractor must be attempted first unless there is risk of greater disturbance of sediments.

2) Pilings are wrapped with a choker cable or chain that is attached at the top to a crane. The crane pulls the piling directly upward, removing the piling from the sediment.

C. Clamshell Removal

1) Broken and damaged pilings that cannot be removed by either the vibratory hammer or direct pull may be removed with either a clamshell bucket or environmental clamshell.

2) A clamshell is a hinged steel apparatus that operates like a set of steel jaws. The bucket is lowered from a crane and the jaws grasp the piling stub as the crane pulls up.

3) The size of the clamshell bucket shall be minimized to reduce turbidity during piling removal.

4) The clamshell bucket shall be emptied of material onto a contained area on the barge before it is lowered into the water.

D. Cutting

1) Is required if the pile breaks at or near the existing substrate and cannot be removed by other methods.

2) If a pile is broken or breaks during extraction, all of the methods listed below should be used to cut the pile.

a. Piles located in intertidal and shallow subtidal areas that are less than -10 feet deep MLLW shall be cut at least 2 feet below the mudline.

b. In subtidal areas that are greater than -10 feet deep MLLW, piles shall be cut at least 1 foot below the mudline.

c. Piles shall be cut off at lowest practical tide condition and at slack water. This is intended to reduce turbidity due to reduced flow and short water column through which pile must be withdrawn.

d. No hydraulic jetting devices shall be used to move sediment away from piles. Excavation of sediment in subtidal areas to expose broken piles shall be accomplished by divers using hand tools.

e. The contractor shall provide the location of all the broken and cut piles using a GPS.

BMP 2. BARGE OPERATIONS, WORK SURFACE, CONTAINMENT

A. Barge grounding will not be permitted.

B. Work surface on barge deck or pier, or upland staging area shall include a containment basin for all treated materials and any sediment removed during pulling. Creosote shall be prevented from re-entering the water. Uncontaminated water run-off can return to the waterway.

- 1) Containment basin shall be constructed of durable plastic sheeting with continuous sidewalls supported by hay bales, ecology blocks, other non-contaminated materials, or support structure to contain all sediment and creosote. Containment basin shall be lined with oil absorbent boom.
- 2) Work surface on barge deck and adjacent pier shall be cleaned by disposing of sediment or other residues along with cut off piling as described in BMP #4.B.
- 3) Containment basin shall be removed and disposed in accordance with BMP #4.B or in another manner complying with applicable federal and state regulations.
- 4) Upon removal from substrate the pile shall be moved expeditiously from the water into the containment basin. The pile shall not be shaken, hosed-off, left hanging to drip or any other action intended to clean or remove adhering material from the pile.

BMP 3. DEBRIS CAPTURE IN WATER

- A. A floating surface boom shall be installed to capture floating surface debris. The floating boom shall be equipped with absorbent pads to contain any oil sheens. Debris will be collected and disposed of along with cut off piling as described in BMP #4.
- B. The boom may be anchored with four or fewer $\frac{1}{2}$ ecology blocks or a similar anchoring device. These anchors must be removed once the project is complete. The anchor system shall be located to avoid damage from vessel props to eelgrass, kelp, and other significant macroalgae species. The line length between the anchor and surface float shall not exceed the water depth as measured at extreme high tide plus a maximum of 20 percent additional line for scope. The buoy system shall include a subsurface float designed to keep the line between the anchor and surface float from contacting the bottom during low tide cycles. The subsurface float shall be located off the bottom a distance equal to $\frac{1}{3}$ the line length
- C. The boom shall be located at a sufficient distance from all sides of the structure or piles that are being removed to ensure that contaminated materials are captured. The boom shall stay in its original location until any sheen present from removed pilings has been absorbed by the boom. BMP #3B may be used to keep the boom in its original location.
- D. Debris contained within boom shall be removed at the end of each work day or immediately if waters are rough and there is a chance that debris may escape the boom.
- E. To the extent possible all sawdust shall be prevented from contacting beach, bed, or waters of the state. For example, sawdust on top of decking should be removed immediately after sawing operations.
- F. Any sawdust that enters the water shall be collected immediately and placed in the containment basin.
- G. Piles removed from the water shall be transferred to the containment basin without leaving the boomed area to prevent creosote from dripping outside of the boom.

BMP 4. DISPOSAL OF PILING, SEDIMENT AND CONSTRUCTION RESIDUE

- A. Piles shall be cut into lengths as required by the disposal company.
- B. Cut up piling, sediments, absorbent pads/boom, construction residue and plastic sheeting from containment basin shall be packed into container. For disposal, ship to an approved Subtitle D Landfill.
- C. Creosote-treated materials shall not be re-used.

BMP 5. RESUSPENSION/TURBIDITY

- A. Crane operator shall be trained to remove pile from sediment slowly.
- B. Work shall be done in low water and low current, to the extent possible.
- C. Removed piles shall be placed in a containment facility.
- D. Sediments spilled on work surfaces shall be contained and disposed of with the pile debris at permitted upland disposal site.
- E. Holes remaining after piling removal shall not be filled.

BMP 6. PROJECT OVERSIGHT

- A. WADNR will have a project manager or other assigned personnel on site. Oversight responsibilities may include, but are not limited to the following:
 - 1) Water quality monitoring to ensure turbidity levels remain within required parameters
 - 2) Ensure contractor follows BMPs
 - 3) Ensure contractor is in compliance with contract and permit requirements
 - 4) Ensure correct structures are removed
 - 5) Maintain contact with regulatory agencies should issues or emergencies arise

BMP 7. CULTURAL RESOURCES

- A. In the event that artifacts (other than the pilings or materials attached to them) that appear to be 50 years old or older are found during the project, the WADNR Aquatics archaeologist must be notified in order to evaluate the find and arrange for any necessary consultation and mitigation required by law.
- B. If human remains or suspected human remains are found during the project, work in the vicinity will be halted immediately, and the County Coroner must be notified immediately. If

the remains are determined to be non-forensic, then the WADNR Aquatics archaeologist will be notified to begin tribal and Washington State Department of Archaeology and Historic Preservation consultations required by law.

- C. If sediment exceeding 1 cubic meter is removed, the WADNR Aquatics archaeologist will be notified and given the opportunity to examine the sediment for cultural materials before it is removed from the containment area.