

1 RCW 60.28, pending disposition of suits or claims for damages brought against the
2 county, city, or district.
3
4 Pursuant to RCW 4.24.115, where such claims, suits, or actions result from the
5 concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees
6 and (b) the Contractor or the Contractor's agent or employees, the indemnity provisions
7 provided in the preceding paragraphs of this section shall be valid and enforceable only
8 to the extent of the Contractor's negligence or the negligence of its agents and
9 employees.

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11 This section is supplemented with the following:

12
13 THE CONTRACTOR SPECIFICALLY ASSUMES ALL POTENTIAL LIABILITY FOR
14 ACTIONS BROUGHT BY EMPLOYEES OF THE CONTRACTOR AND, SOLELY FOR
15 THE PURPOSE OF ENFORCING THE DEFENSE AND INDEMNIFICATION
16 OBLIGATIONS SET FORTH IN SECTION 1-07.14, THE CONTRACTOR
17 SPECIFICALLY WAIVES ANY IMMUNITY GRANTED UNDER THE STATE
18 INDUSTRIAL INSURANCE LAW, RCW TITLE 51. THIS WAIVER HAD BEEN
19 MUTUALLY NEGOTIATED BY THE PARTIES. THE CONTRACTOR SHALL
20 SIMILARLY REQUIRE THAT EACH SUBCONTRACTOR IT RETAINS IN
21 CONNECTION WITH THE PROJECT COMPLY WITH THE TERMS OF THIS
22 PARAGRAPH, WAIVE ANY IMMUNITY GRANTED UNDER RCW TITLE 51 AND
23 ASSUME ALL LIABILITY FOR ACTIONS BROUGHT BY EMPLOYEES OF THE
24 SUBCONTRACTOR.
25

26 **1-07.15 Temporary Water Pollution/Erosion Control**

27 The fourth paragraph is deleted.
28

29 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**

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

31
32 The Contractor shall prepare and implement a project-specific spill prevention, control,
33 and countermeasures plan (SPCC Plan) for the duration of the project. The Contractor
34 shall submit the plan to the Project Engineer no later than the date of the
35 preconstruction conference. No on-site construction activities may commence until the
36 Contracting Agency accepts an SPCC Plan for the project. SPCC Plan template and
37 guidance information is available at:
38 <http://www.wsdot.wa.gov/Environment/HazMat/SpillPrevention.htm>.
39

40 The SPCC Plan shall address all fuels, petroleum products and hazardous materials, as
41 defined in Chapter 447 of the WSDOT Environmental Procedures Manual (M 31-11).
42 Occupational safety and health requirements that may pertain to SPCC Plan
43 implementation are contained in, but not limited to, WAC 296-824 and WAC 296-843.
44 The SPCC Plan shall address conditions that may be required by Section 3406 of the
45 current International Fire Code, or as approved by the local Fire Marshal.
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47 **Implementation Requirements**

48 The Contractor shall update the SPCC Plan throughout project construction so that the
49 written plan reflects actual site conditions and practices. The Contractor shall update the
50 SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the
51 project site. The Contractor shall fully implement the SPCC Plan, as accepted and
52 updated, at all times.

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SPCC Plan Element Requirements

The SPCC Plan shall set forth the following information in the following order:

1. **Responsible Personnel**
Identify the names, titles, and contact information for the personnel responsible for implementing and updating the plan and for responding to spills.
2. **Spill Reporting**
List the names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a spill.
3. **Project and Site Information**
Describe the following items:
 - A. The project Work.
 - B. The site location and boundaries.
 - C. The drainage pathways from the site.
 - D. Nearby waterways and sensitive areas and their distances from the site.
4. **Potential Spill Sources**
Describe each of the following for all potentially hazardous materials brought or generated on-site (including materials used for equipment operation, refueling, maintenance, or cleaning):
 - A. Name of material and its intended use.
 - B. Estimated maximum amount on-site at any one time.
 - C. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.
5. **Pre-Existing Contamination**
Describe any pre-existing contamination and contaminant sources (such as buried pipes or tanks) in the project area that are described in the Contract provisions and Plans. Identify equipment and work practices that shall be used to prevent the release of contamination.
6. **Spill Prevention and Response Training**
Describe how and when all project personnel, including refueling personnel and other Subcontractors, shall be trained in spill prevention, containment, and response and in the location of spill response kits.
7. **Spill Prevention**
Describe the following items:

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- A. A spill of each type of hazardous material at each location identified in 4, above.
- B. Stormwater that has come into contact with hazardous materials.
- C. A release or spill of any pre-existing contamination and contaminant source described in 5, above.
- D. A release or spill of any unknown pre-existing contamination and contaminant sources (such as buried pipes or tanks) encountered during project Work.
- E. A spill occurring during Work with equipment used below the ordinary high water line.

If the Contractor will use a Subcontractor for spill response, provide contact information for the Subcontractor under item 1 (above), identify when the Subcontractor shall be used, and describe actions the Contractor shall take while waiting for the Subcontractor to respond.

9. Project Site Map

Provide a map showing the following items:

- A. Site location and boundaries.
- B. Site access roads.
- C. Drainage pathways from the site.
- D. Nearby waterways and sensitive areas.
- E. Hazardous materials, equipment, and decontamination areas identified in 4, above.
- F. Pre-existing contamination or contaminant sources described in 5, above.
- G. Spill prevention and response equipment described in 7 and 8, above.

10. Spill Report Forms

Provide a copy of the spill report form(s) that the Contractor shall use in the event of a release or spill.

Payment

Payment will be made in accordance with Section 1-04.1 for the following bid item when it is included in the Proposal:

“SPCC Plan,” lump sum.

When the written SPCC Plan is accepted by Contracting Agency, the Contractor shall receive 50-percent of the lump sum Contract price for the plan. The remaining 50-

1 percent of the lump sum price will be paid after the materials and equipment called for in
2 the Plan are mobilized to the project.
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4 The lump sum payment for "SPCC Plan" shall be full pay for all costs associated with
5 creating and updating the accepted SPCC Plan, all costs associated with the set up of
6 prevention measures, and implementing the current SPCC Plan as required by this
7 Specification.
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9 As to other costs associated with releases or spills, including restocking spill kits, the
10 Contractor may request payment as provided for in the Contract. No payment shall be
11 made if the release or spill was caused by or resulted from the Contractor's operations,
12 negligence, or omissions.

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14 **1-07.16(2) Vegetation Protection and Restoration**

15 The second paragraph is revised to read:

16
17 Damage which may require replacement of vegetation includes torn bark stripping,
18 broken branches, exposed root systems, cut root systems, poisoned root systems,
19 compaction of surface soil and roots, puncture wounds, drastic reduction of surface
20 roots or leaf canopy, changes in grade greater than 6-inches, or any other changes to
21 the location that may jeopardize the survival or health of the vegetation to be preserved.
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23 The third paragraph is revised to read:

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25 When large roots of trees designated to be saved are exposed by the Contractor's
26 operation, they shall be wrapped with heavy, moist material such as burlap or canvas
27 for protection and to prevent excessive drying. The material shall be kept moist and
28 securely fastened until the roots are covered to finish grade. All material and fastening
29 material shall be removed from the roots before covering. All roots 1-inch or larger in
30 diameter, which are damaged, shall be pruned with a sharp saw or pruning shear.
31 Damaged, torn, or ripped bark shall be removed as designated by the Engineer at no
32 additional cost to the Contracting Agency.
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34 The fourth paragraph is revised to read:

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36 Any pruning activity required to complete the Work as specified shall be performed by a
37 Certified Arborist as designated by the Engineer.
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39 **1-07.18 Public Liability and Property Damage Insurance**

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

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42 **1-07.18 Public Liability and Property Damage Insurance**

43 The Contractor shall obtain and keep in force the following policies of insurance. The
44 policies shall be with companies or through sources approved by the State Insurance
45 Commissioner pursuant to Chapter 48.05, RCW. Unless otherwise indicated below, the
46 policies shall be kept in force from the execution date of the Contract until the date of
47 acceptance by the Secretary ([Section 1-05.12](#)).
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- 49 1. Owners and Contractors Protective (OCP) Insurance providing bodily injury and
50 property damage liability coverage with limits of \$3,000,000 per occurrence and,
51 per project, in the aggregate for each policy period, written on Insurance Services
52 Office (ISO) form CG0009 1204, together with Washington State Department of