1-07.5 Environmental Regulations
This section is supplemented with the following new subsections:

1-07.5(5) U.S. Army Corps of Engineers
When temporary fills are permitted, the Contractor shall remove fills in their entirety and the affected areas returned to pre-construction elevations.

If a U.S. Army Corps of Engineers permit is noted in Section 1-07.6 of the Special Provisions, the Contractor shall retain a copy of the permit or the verification letter (in the case of a Nationwide Permit) on the worksite for the life of the Contract. The Contractor shall provide copies of the permit or verification letter to all subcontractors involved with the authorized work prior to their commencement of any work in waters of the U.S.

1-07.5(6) U.S. Fish/Wildlife Services and National Marine Fisheries Service
The Contracting Agency will provide fish exclusion and handling services if the Work dictates. However, if the Contractor discovers any fish stranded by the project and a Contracting Agency biologist is not available, they shall immediately release the fish into a flowing stream or open water.

1-07.5(1) General
The first sentence is deleted and replaced with the following:

No Work shall occur within areas under the jurisdiction of resource agencies unless authorized in the Contract.

The third paragraph is deleted.

1-07.5(2) State Department of Fish and Wildlife
This section is revised to read:

In doing the Work, the Contractor shall:

1. Not degrade water in a way that would harm fish, wildlife, or their habitat.
2. Not place materials below or remove them from the ordinary high water line except as may be specified in the Contract.
3. Not allow equipment to enter waters of the State except as specified in the Contract.
4. Revegetate in accordance with the Plans, unless the Special Provisions permit otherwise.
5. Prevent any fish-threatening silt buildup on the bed or bottom of any body of water.
7. Dispose of any project debris by removal, burning, or placement above high-water flows.

8. Immediately notify the Engineer and stop all work causing impacts, if at any time, as a result of project activities, fish are observed in distress or a fish kill occurs.

If the Work in (1) through (3) above differs little from what the Contract requires, the Contracting Agency will measure and pay for it at unit Contract prices. But if Contract items do not cover those areas, the Contracting Agency will pay pursuant to Section 1-09.4. Work in (4) through (8) above shall be incidental to Contract pay items.

1-07.5(3) State Department of Ecology

This section is revised to read:

In doing the Work, the Contractor shall:


2. Perform Work in such a manner that all materials and substances not specifically identified in the Contract documents to be placed in the water do not enter waters of the State, including wetlands. These include, but are not limited to, petroleum products, hydraulic fluid, fresh concrete, concrete wastewater, process wastewater, slurry materials and waste from shaft drilling, sediments, sediment-laden water, chemicals, paint, solvents, or other toxic or deleterious materials.

3. Use equipment that is free of external petroleum-based products.

4. Remove accumulations of soil and debris from drive mechanisms (wheels, tracks, tires) and undercarriage of equipment prior to using equipment below the ordinary high water line.

5. Clean loose dirt and debris from all materials placed below the ordinary high water line. No materials shall be placed below the ordinary high water line without the Engineer’s concurrence.

6. When a violation of the Construction Stormwater General Permit (CSWGP) occurs, immediately notify the Engineer and fill out WSDOT Form 422-011, Contractor ECAP Report, and submit the form to the Engineer within 48 hours of the violation.

7. Once Physical Completion has been given, prepare a Notice of Termination (Ecology Form ECY 020-87) and submit the Notice of Termination electronically to the Engineer in a PDF format a minimum of 7 calendar days prior to submitting the Notice of Termination to Ecology.

8. Transfer the CSWGP coverage to the Contracting Agency when Physical Completion has been given and the Engineer has determined that the project site is not stabilized from erosion.
9. Submit copies of all correspondence with Ecology electronically to the Engineer in a PDF format within four calendar days.

1-07.5(4) Air Quality

This section is revised to read:

The Contractor shall comply with all regional clean air authority and/or State Department of Ecology rules and regulations.

The air quality permit process may include additional State Environment Policy Act (SEPA) requirements. Contractors shall contact the appropriate regional air pollution control authority well in advance of beginning Work.

When the Work includes demolition or renovation of any existing facility or structure that contains Asbestos Containing Material (ACM) and/or Presumed Asbestos-Containing Material (PACM), the Contractor shall comply with the National Emission Standards for Hazardous Air Pollutants (NESHAP).

Any requirements included in Federal and State regulations regarding air quality that applies to the “owner or operator” shall be the responsibility of the Contractor.

1-07.7(1) General

The first sentence of the third paragraph is revised to read:

When the Contractor moves equipment or materials on or over Structures, culverts or pipes, the Contractor may operate equipment with only the load-limit restrictions in Section 1-07.7(2).

The first sentence of the last paragraph is revised to read:

Unit prices shall cover all costs for operating over Structures, culverts and pipes.

1-07.9(1) General

The last sentence of the sixth paragraph is revised to read:

Generally, the Contractor initiates the request by preparing standard form 1444 Request for Authorization of Additional Classification and Rate, available at https://www.dol.gov/whd/recovery/dbsurvey/conformance.htm, and submitting it to the Engineer for further action.

1-07.9(2) Posting Notices

The second sentence of the first paragraph (up until the colon) is revised to read:

The Contractor shall ensure the most current edition of the following are posted:

The revision dates are deleted from all items in the numbered list.

The following new items are inserted after item number 1:


Post for projects with federal-aid funding.

Item number 2 through 12 are renumbered to 4 through 14, respectively.

**1-07.11(2) Contractual Requirements**

In this section, “creed” is revised to read “religion”.

Item numbers 1 through 9 are revised to read 2 through 10, respectively.

After the preceding Amendment is applied, the following new item number 1 is inserted:

1. The Contractor shall maintain a Work site that is free of harassment, humiliation, fear, hostility and intimidation at all times. Behaviors that violate this requirement include but are not limited to:

   a. Persistent conduct that is offensive and unwelcome.

   b. Conduct that is considered to be hazing.

   c. Jokes about race, gender, or sexuality that are offensive.

   d. Unwelcome, unwanted, rude or offensive conduct or advances of a sexual nature which interferes with a person’s ability to perform their job or creates an intimidating, hostile, or offensive work environment.

   e. Language or conduct that is offensive, threatening, intimidating or hostile based on race, gender, or sexual orientation.

   f. Repeating rumors about individuals in the Work Site that are considered to be harassing or harmful to the individual’s reputation.

**1-07.11(5) Sanctions**

This section is supplemented with the following:

Immediately upon the Engineer’s request, the Contractor shall remove from the Work site any employee engaging in behaviors that promote harassment, humiliation, fear or intimidation including but not limited to those described in these specifications.

**1-07.11(6) Incorporation of Provisions**

The first sentence is revised to read:

The Contractor shall include the provisions of Section 1-07.11(2) Contractual Requirements (1) through (5) and the Section 1-07.11(5) Sanctions in every subcontract including procurement of materials and leases of equipment.

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

The last sentence of the first paragraph is revised to read:

1-07.16(2)A Wetland and Sensitive Area Protection

The first sentence of the first paragraph is revised to read:

Existing wetland and other sensitive areas, where shown in the Plans or designated by the Engineer, shall be saved and protected through the life of the Contract.

1-07.18 Public Liability and Property Damage Insurance

Item number 1 is supplemented with the following new sentence:

This policy shall be kept in force from the execution date of the Contract until the Physical Completion Date.